

ANR Pipeline Company: First Revised Volume No. 1-A
Title Page : Superseded

F.E.R.C. GAS TARIFF
FIRST REVISED VOLUME NO. 1-A
(Superseding Original Volume No. 1-A)
of
ANR PIPELINE COMPANY

Filed With The
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning Tariff Should
Be Addressed to:

R. H. Leeher
Vice President, Rates and Regulatory Affairs
ANR Pipeline Company
500 Renaissance Center
Detroit, Michigan 48243

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Original Sheet No. 2 Original Sheet No. 2 : Superseded

PRELIMINARY STATEMENT

This First Revised Volume No. 1-A of the F.E.R.C. Gas Tariff of ANR Pipeline Company (ANR) contains the Rates and Charges, Rate Schedules, Forms of Service Agreement and the General Terms and Conditions applicable to transportation service performed by ANR to which the provisions of Section 284.7 of the Regulations of the Federal Energy Regulatory Commission (Commission) are applicable and to any other transportation service on behalf of others to which all or portions of such volume are made applicable by Order of the Commission pursuant to application filed by ANR.

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Original Sheet No. 3 Original Sheet No. 3 : Superseded

STATEMENT OF RATES FOR
TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES

RATE SCHEDULE AND TYPE OF SERVICE	MAXIMUM RATE PER DTH		MINIMUM RATE PER DTH
	RATE WITH MAXIMUM RESERVATION RATE (1)	RATE WITH MAXIMUM COMMODITY RATE (1)	
	(Column 2)	(Column 3)	
(Column 1)	(Column 2)	(Column 3)	(Column 4)
RATE SCHEDULE FTS-1			

1. Reservation Rate (1)			
a. Mainline Area	\$ 5.720	\$	\$
b. Southwest Area	5.413		
c. Southeast Area	3.036		
2. Commodity Rate (1)			
a. Mainline Area - Access	\$ 0.0580	\$ 0.2461	\$ 0.0218
b. Mainline Area - Southwest Southern Segment	0.0063	0.0063	0.0012
c. Mainline Area - Southwest Central Segment	0.0075	0.0075	0.0014
d. Mainline Area - Southeast Southern Segment	0.0118	0.0118	0.0022
e. Mainline Area - Southeast Central Segment	0.0069	0.0069	0.0013
f. Mainline Area - Northern Segment	0.0059	0.0059	0.0014
g. Southwest Area	0.0203	0.1982	0.0053
h. Southeast Area	0.0151	0.1149	0.0044
3. Overrun Service Rate	(2)	(2)	(2)
RATE SCHEDULE FTS-2			

1. Reservation Rate (1)			
a. Mainline Area	\$ 3.761	\$	\$
b. Southwest Area	3.559		
c. Southeast Area	1.996		
2. Commodity Rate (1)			
a. Mainline Area - Access	\$ 0.1224	\$ 0.2461	\$ 0.0218
b. Mainline Area - Southwest Southern Segment	0.0063	0.0063	0.0012
c. Mainline Area - Southwest Central Segment	0.0075	0.0075	0.0014
d. Mainline Area - Southeast Southern Segment	0.0118	0.0118	0.0022
e. Mainline Area - Southeast Central Segment	0.0069	0.0069	0.0013
f. Mainline Area - Northern Segment	0.0059	0.0059	0.0014
g. Southwest Area	0.0812	0.1982	0.0053
h. Southeast Area	0.0493	0.1149	0.0044
3. Overrun Service Rate	(2)	(2)	(2)
(1) The maximum rates applicable to any agreement for service under Rate Schedules FTS-1 and FTS-2 shall consist of the combination of any agreed upon Reservation Rate not higher than the respective Maximum Reservation Rate shown herein in Column 2 and any agreed upon Commodity rate not higher than the respective Maximum Commodity Rate shown herein in Column 3, provided that the sum of such agreed upon Reservation Rate divided by 30.4, plus such agreed upon Commodity Rate, shall not be higher than the respective Maximum Commodity Rate shown herein in Column 3.			
(2) Overrun Service Rate is a commodity rate per Dth equal to the applicable Reservation Rate divided by 30.4.			

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Seventh Revised Sheet No. 4 Seventh Revised Sheet No. 4 : Superseded
Superseding: Sixth Revised Sheet No. 4

STATEMENT OF RATES FOR
TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES
(Continued)

RATE SCHEDULE AND TYPE OF SERVICE ----- (Column 1) RATE SCHEDULE ITS -----	MAXIMUM RATE PER DTH ----- (Column 2)	MINIMUM RATE PER DTH ----- (Column 3)
SUMMER PERIOD - COMMODITY RATE -----		
1. Mainline Area - Access	\$ 0.1870	\$ 0.0218
2. Mainline Area - Southwest Southern Segment	0.0063	0.0012
3. Mainline Area - Southwest Central Segment	0.0075	0.0014
4. Mainline Area - Southeast Southern Segment	0.0118	0.0022
5. Mainline Area - Southeast Central Segment	0.0069	0.0013
6. Mainline Area - Northern Segment	0.0059	0.0014
7. Southwest Area	0.1982	0.0053
8. Southeast Area	0.1149	0.0044
WINTER PERIOD - COMMODITY RATE -----		
1. Mainline Area - Access	\$ 0.2474	\$ 0.0218
2. Mainline Area - Southwest Southern Segment	0.0063	0.0012
3. Mainline Area - Southwest Central Segment	0.0075	0.0014
4. Mainline Area - Southeast Southern Segment	0.0118	0.0022
5. Mainline Area - Southeast Central Segment	0.0069	0.0013
6. Mainline Area - Northern Segment	0.0059	0.0014
7. Southwest Area	0.1982	0.0053
8. Southeast Area	0.1149	0.0044
VOLUMETRIC BUYOUT BUYDOWN SURCHARGE APPLICABLE TO FTS-1, FTS-2 AND ITS SERVICE -----		
1. Volumetric Buyout Buydown Surcharge	\$ 0.0318 (1)	\$ 0.0000
SOME OF THE ADDITIONAL CHARGES OR SURCHARGES APPLICABLE TO FTS-1, FTS-2 AND ITS SERVICE -----		
	RATES -----	
1. Associated Liquids Charge	As stated on Exhibit "C" of Agreement (2)	
2. Annual Charges Adjustment (ACA) Gas Adjustment Charge (GRI):	\$ 0.0026 per dth	
3. Reservation Rate per Month	\$ 0.0800 per dth	
4. Commodity Rate	\$ 0.0147 per dth	

- (1) The currently effective maximum rate for such charge shall be \$0.0317 relating to TM93-6-48-000 and \$0.0001 relating to Docket No. RP93-149, pursuant to the General Terms and Conditions as set forth in Section 17 of First Revised Volume No. 1 of Transporter's FERC Gas Tariff, incorporated herein by reference.
- (2) Rates will be based on Article III of Appendix E of the Settlement Agreement as to Liquids and Liquefiabiles in Docket Nos. RP79-39, RP80-100, RP81-61, and RP82-80, or such other charges as may from time to time be applicable.

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STATEMENT OF RATES FOR
TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES
(Continued)

COMPONENTS OF MAXIMUM RATES ----- (Col. 1)	GATHERING ----- (Col. 2)	TRANSMISSION ----- (Col. 3)	STORAGE ----- (Col. 4)	TOTAL ----- (Col. 5)
RESERVATION RATES WITH MAXIMUM RESERVATION RATE FOR FTS-1 AND FTS-2 -----				
1. Reservation Rate - FTS-1				
a. Mainline Area	\$	\$ 5.018	\$ 0.702	\$ 5.720
b. Southwest Area	2.810	2.603		5.413
c. Southeast Area	0.313	2.723		3.036
2. Reservation Rate - FTS-2				
a. Mainline Area	\$	\$ 3.299	\$ 0.462	\$ 3.761
b. Southwest Area	1.847	1.712		3.559
c. Southeast Area	0.206	1.790		1.996
COMMODITY RATES WITH MAXIMUM RESERVATION RATE FOR FTS-1 -----				
1. Mainline Area - Access	\$	\$ 0.0496	\$ 0.0084	\$0.0580
2. Mainline Area - Southwest Southern Segment		0.0063		0.0063
3. Mainline Area - Southwest Central Segment		0.0075		0.0075
4. Mainline Area - Southeast Southern Segment		0.0118		0.0118
5. Mainline Area - Southeast Central Segment		0.0069		0.0069
6. Mainline Area - Northern Segment		0.0059		0.0059
7. Southwest Area	0.0072	0.0131		0.0203
8. Southeast Area	0.0012	0.0139		0.0151
COMMODITY RATES WITH MAXIMUM RESERVATION RATE FOR FTS-2 -----				
1. Mainline Area - Access	\$	\$ 0.1061	\$ 0.0163	\$0.1224
2. Mainline Area - Southwest Southern Segment		0.0063		0.0063
3. Mainline Area - Southwest Central Segment		0.0075		0.0075
4. Mainline Area - Southeast Southern Segment		0.0118		0.0118
5. Mainline Area - Southeast Central Segment		0.0069		0.0069
6. Mainline Area - Northern Segment		0.0059		0.0059
7. Southwest Area	0.0388	0.0424		0.0812
8. Southeast Area	0.0047	0.0446		0.0493

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STATEMENT OF RATES FOR
TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES
(Continued)

COMPONENTS OF MAXIMUM RATES	GATHERING	TRANSMISSION	STORAGE	TOTAL
-----	-----	-----	-----	-----
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)	(Col. 5)

COMMODITY RATES WITH MAXIMUM COMMODITY RATE
FOR FTS-1 AND FTS-2

1. Mainline Area - Access	\$	\$ 0.2146	\$ 0.0315	\$0.2461
2. Mainline Area - Southwest Southern Segment		0.0063		0.0063
3. Mainline Area - Southwest Central Segment		0.0075		0.0075
4. Mainline Area - Southeast Southern Segment		0.0118		0.0118
5. Mainline Area - Southeast Central Segment		0.0069		0.0069
6. Mainline Area - Northern Segment		0.0059		0.0059
7. Southwest Area	0.0995	0.0987		0.1982
8. Southeast Area	0.0115	0.1034		0.1149

COMPONENTS OF MINIMUM RATES

COMMODITY RATE FOR FTS-1 AND FTS-2

1. Mainline Area - Access	\$	\$ 0.0213	\$ 0.0005	\$0.0218
2. Mainline Area - Southwest Southern Segment		0.0012		0.0012
3. Mainline Area - Southwest Central Segment		0.0014		0.0014
4. Mainline Area - Southeast Southern Segment		0.0022		0.0022
5. Mainline Area - Southeast Central Segment		0.0013		0.0013
6. Mainline Area - Northern Segment		0.0014		0.0014
7. Southwest Area	0.0009	0.0044		0.0053
8. Southeast Area	0.0003	0.0041		0.0044

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Original Sheet No. 6A Original Sheet No. 6A : Superseded

STATEMENT OF RATES FOR
TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES
(Continued)

COMPONENTS OF MAXIMUM RATES	GATHERING	TRANSMISSION	STORAGE	TOTAL
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)	(Col. 5)
SUMMER PERIOD				
COMMODITY RATES WITH MAXIMUM COMMODITY RATE FOR ITS				
1. Mainline Area - Access	\$	\$ 0.1628	\$0.0242	\$0.1870
2. Mainline Area - Southwest Southern Segment		0.0063		0.0063
3. Mainline Area - Southwest Central Segment		0.0075		0.0075
4. Mainline Area - Southeast Southern Segment		0.0118		0.0118
5. Mainline Area - Southeast Central Segment		0.0069		0.0069
6. Mainline Area - Northern Segment		0.0059		0.0059
7. Southwest Area	0.0995	0.0987		0.1982
8. Southeast Area	0.0115	0.1034		0.1149
COMPONENTS OF MINIMUM RATES				
COMMODITY RATE FOR ITS				
1. Mainline Area - Access	\$	\$ 0.0213	\$0.0005	\$0.0218
2. Mainline Area - Southwest Southern Segment		0.0012		0.0012
3. Mainline Area - Southwest Central Segment		0.0014		0.0014
4. Mainline Area - Southeast Southern Segment		0.0022		0.0022
5. Mainline Area - Southeast Central Segment		0.0013		0.0013
6. Mainline Area - Northern Segment		0.0014		0.0014
7. Southwest Area	0.0009	0.0044		0.0053
8. Southeast Area	0.0003	0.0041		0.0044
WINTER PERIOD				
COMMODITY RATES WITH MAXIMUM COMMODITY RATE FOR ITS				
1. Mainline Area - Access	\$	\$ 0.2157	\$0.0317	\$0.2474
2. Mainline Area - Southwest Southern Segment		0.0063		0.0063
3. Mainline Area - Southwest Central Segment		0.0075		0.0075
4. Mainline Area - Southeast Southern Segment		0.0118		0.0118
5. Mainline Area - Southeast Central Segment		0.0069		0.0069
6. Mainline Area - Northern Segment		0.0059		0.0059
7. Southwest Area	0.0995	0.0987		0.1982
8. Southeast Area	0.0115	0.1034		0.1149
COMPONENTS OF MINIMUM RATES				
COMMODITY RATE FOR ITS				
1. Mainline Area - Access	\$	\$ 0.0213	\$0.0005	\$0.0218
2. Mainline Area - Southwest Southern Segment		0.0012		0.0012
3. Mainline Area - Southwest Central Segment		0.0014		0.0014
4. Mainline Area - Southeast Southern Segment		0.0022		0.0022
5. Mainline Area - Southeast Central Segment		0.0013		0.0013
6. Mainline Area - Northern Segment		0.0014		0.0014
7. Southwest Area	0.0009	0.0044		0.0053
8. Southeast Area	0.0003	0.0041		0.0044

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First Revised Sheet No. 7 First Revised Sheet No. 7 : Superseded
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ANR PIPELINE COMPANY
REDUCTION FOR TRANSPORTER'S USE PERCENTAGE

1. RATE SCHEDULES FTS-1, FTS-2 AND ITS

(PERCENTAGE)

		SOUTHEAST			SOUTHWEST			NORTHERN SEGMENT
TO:		S.E. AREA	SOUTHERN SEGMENT	CENTRAL SEGMENT	S.W. AREA	SOUTHERN SEGMENT	CENTRAL SEGMENT	
---		---	---	---	---	---	---	---
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
FROM:								

	SOUTHEAST AREA (1)	1.4	2.8	3.9	1.9	2.9	4.6	4.6
	S.E. SOUTHERN SEGMENT (2)	-	2.4	3.5	1.5	2.5	4.2	4.2
	S.E. CENTRAL SEGMENT (3)	-	-	2.1	-	1.1	2.8	2.8
	SOUTHWEST AREA (4)	3.9	5.3	6.4	3.0	4.0	5.7	6.4
	S.W. SOUTHERN SEGMENT (5)	1.9	3.3	4.4	-	2.0	3.7	4.4
	S.W. CENTRAL SEGMENT (6)	-	2.3	3.4	-	-	2.7	3.4
	NORTHERN SEGMENT (7)	-	-	1.7	-	-	1.7	1.7

NOTES: (a) There will be no Transporter's Use Charge for backhauls within a segment.
(b) The areas and segments listed above are defined in Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Volume No. 1-A, and are also shown on the system map on Sheet No. 8.

2. RATE SCHEDULES SGS AND CDS FUEL USE PERCENT (%): 6.2%

3. In the case of any Shipper that purchases Gas from a Pooler, the provisions of Section 15.6 of these General Terms and Conditions shall be applicable.

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This sheet contains a map.

RATE SCHEDULE FTS-1
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by ANR Pipeline Company (hereinafter referred to as "Transporter"), when:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Shipper; and
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.

Transportation Service under this Rate Schedule shall consist of: (i) the receipt of Gas on behalf of Shipper at the Point(s) of Receipt specified in the executed Agreement, (ii) the Transportation of Gas, and (iii) the tender of Gas for delivery by Transporter to Shipper, or for Shipper's account, at the Point(s) of Delivery specified in the executed Agreement.

Transportation Service rendered under this Rate Schedule shall be firm, up to the Maximum Daily Quantity on any Day. The Maximum Daily Quantity shall be specified in the executed Agreement.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule. Section 19 of the General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Volume No. 1 shall also be applicable to this Rate Schedule.

4. RATES AND CHARGES

The amounts due which shall be paid by Shipper to Transporter for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 4 that are applicable to Shipper for such Month, computed by use of the applicable

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RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

rates set forth on Tariff Sheet Nos. 3 and 4 which are effective during such Month or portions thereof as modified pursuant hereto. Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent. If at the Commencement or Termination of the Agreement service is provided for only a portion of a Service Month, any applicable reservation fee shall be prorated for the number of days that service is provided.

4.1 Firm Service

(a) Reservation Charges:

- (1) A Mainline Area Reservation Rate shall be paid if the Agreement provides for Transportation which requires use of the Mainline Area Facilities of Transporter. Such rate shall be paid for each dekatherm of Shipper's Maximum Daily Quantity.
- (2) A Southwest Area Reservation Rate shall be paid if the Agreement provides for Transportation which requires use of the Southwest Area Facilities of Transporter. Such rate shall be paid for each dekatherm of Shipper's Maximum Daily Quantity.
- (3) A Southeast Area Reservation Rate shall be paid if the Agreement provides for Transportation which requires use of the Southeast Area Facilities of Transporter. Such rate shall be paid for each dekatherm of Shipper's Maximum Daily Quantity.
- (4) Each Shipper shall pay the applicable rate listed in paragraphs (1), (2) and (3), above.
- (5) If Transporter fails to tender Gas for redelivery at the Point(s) of Delivery for the account of a Shipper during any Day, due to the Transporter's scheduling of necessary maintenance and repair of pipeline facilities, necessary maintenance and repair of compression facilities, and/or facility outages for tie-in of new facilities, the quantity of Gas that Shipper has nominated, or makes available to Transporter on, such Day, or Shipper's Maximum Daily Quantity, whichever is less, then

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RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

subject to the provisions of the General Terms and Conditions, the portion of the monthly bill of such Shipper which is attributable to the Reservation Charges shall be reduced by an amount equal to the combined Reservation Charge divided by 30.4 and multiplied by the difference between such quantity of Gas nominated or made available for delivery by Shipper, whichever is less, up to the Maximum Daily Quantity, and the quantity actually delivered by Transporter for the account of Shipper during such Day.

(b) Commodity Charge:

- (1) A Mainline Area Access Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Month pursuant to an Agreement which provides for Transportation which requires use of Mainline Area Facilities of Transporter.
- (2) A Mainline Segment Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Month pursuant to an Agreement which provides for Transportation which requires use of one or more of the Mainline Segments of Transporter. A Shipper will be required to pay the applicable commodity charge(s) for only those Mainline Segments, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff First Revised Volume No. 1-A, which are utilized to effectuate final delivery of the Gas to Shipper. For any portion of the Transportation service that is related to a Backhaul on one or more of the Mainline Segments, Transporter will not charge Shipper the applicable Mainline Segment Commodity Rate.
- (3) A Southwest Area Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Month pursuant to an Agreement which provides for Transportation which requires use of the

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RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

Southwest Area Facilities of Transporter.

- (4) A Southeast Area Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Month pursuant to an Agreement which provides for Transportation which requires use of the Southeast Area Facilities of Transporter.
- (5) Each Shipper shall pay the applicable rate listed in paragraphs (1), (2), (3), and (4) above.
- (6) For Transportation related to storage services, if Transportation is performed during the Winter Period using the applicable facilities identified in paragraphs (1), (3), and (4) above and Transporter has already charged Shipper a Summer Period commodity rate for such service, then the Winter Period commodity rate shall be reduced by such Summer Period commodity rate, such that the total commodity rate charged for gas transported to storage and redelivered to Shipper from storage shall not exceed the Winter Period commodity rate.

- 4.2 Rate Changes. Subject to any limitations imposed by additional Service Agreement provisions agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate are stated on Sheet Nos. 3 and 4 of this First Revised Volume No. 1-A Tariff or a superseding Tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth on such sheets. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate. Whenever Transporter adjusts the rate to be charged to a Shipper pursuant to this Section 4.2, notice thereof shall be given to Shipper not less than seventy-two (72) hours prior to the effective date of such adjustment.

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 13 Original Sheet No. 13 : Superseded

RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

4.3 Overrun Service Rate

In addition to all other applicable charges, an Overrun Service Rate equal to the applicable reservation charge(s) divided by 30.4 shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Month pursuant to Section 6 of this Rate Schedule.

4.4 Transporter's Use Charge

Shipper may furnish the Gas for Transporter's Use in the Transportation Service on behalf of Shipper, or may elect to have Transporter do so, by a one time election which is specified in the Agreement. If Shipper does not furnish such Gas, then Shipper shall pay to Transporter the product of Transporter's Gas Cost multiplied by the applicable Reduction for Transporter's Use percentage(s), as specified on Exhibit C to the Agreement, multiplied further by each dekatherm of Gas which is received by Transporter from Shipper, at the respective Point(s) of Receipt to which such percentage(s) apply, during the Month.

5. ADDITIONAL CHARGES

5.1 Commission and Other Regulatory Fees

Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees, including Commission Prior Notice Application and Initial Report fees.

5.2 Associated Liquids Charge. Shipper shall pay to Transporter an appropriate rate for liquid hydrocarbons transported for Shipper, as specified in the Agreement or Sheet No. 4 of this First Revised Volume 1-A.

Effective Date: 01/01/1993 Status: Effective
FERC Docket: TM93-2-48-000

First Revised Sheet No. 14 First Revised Sheet No. 14 : Superseded
Superseding: Original Sheet No. 14

RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

- 5.3 Annual Charge Adjustment (ACA). Transporter shall collect the ACA charge from Shipper for all Gas transported hereunder, as authorized by the Commission's Orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B, issued September 16, 1987 at Docket No. RM87-3. The currently effective rate for such charge shall be stated on Sheet No. 4 of this First Revised Volume No. 1-A Tariff, pursuant to Section 12 of the General Terms and Conditions of First Revised Volume No. 1, incorporated herein by reference.
- 5.4 GRI Adjustment Charge. Transporter, in accordance with the provisions of Section 13 of Transporter's FERC Gas Tariff Original Volume No. 1, shall collect the GRI Adjustment Charge from Shipper as applicable hereunder, where Transporter is the last interstate GRI member transporting the gas. The currently effective rate for such charge shall be used, and shall be stated on Sheet No. 4 of this Volume No. 1-A.
- 5.5 Volumetric Buyout Buydown Surcharge. Transporter shall collect a volumetric buyout buydown surcharge from Shipper for all Gas transported hereunder. The currently effective minimum/maximum rate for such charges shall be stated on Sheet No. 4 of this First Revised Volume No. 1-A Tariff, pursuant to Section 17 of the General Terms and Conditions of First Revised Volume No. 1 of Transporter's FERC Gas Tariff, incorporated herein by reference.
- 5.6 Third Party Charges. Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with Third Party(s) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use Transportation Service which Transporter has contracted for with Third Party(s) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to Third Party(s) for Transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter

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FERC Docket: RP89-161-025

First Revised Sheet No. 15 First Revised Sheet No. 15 : Superseded
Superseding: Original Sheet No. 15

RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

pays to a Third Party for Transportation of Shipper's Gas, including Third Party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on Exhibit C of the Agreement, and set forth separately on billings rendered to Shipper.

- 5.7 Cashout of monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 4.7 of the General Terms and Conditions of this First Revised Volume No. 1-A FERC Gas Tariff.

6. TRANSPORTATION IN EXCESS OF MAXIMUM DAILY QUANTITY

- 6.1 Authorized Overrun. Shipper may request Transporter to transport Gas for Shipper on any Day in excess of Shipper's Maximum Daily Quantity. Transporter may do so on an interruptible basis if it can do so without adverse effect on Transporter's operations or its ability to meet all other obligations described in Section 11 of the General Terms and Conditions. Shipper shall pay an Overrun Service Rate pursuant to Section 4.3 of this Rate Schedule FTS-1 for such excess transportation.

- 6.2 Unauthorized Overrun. Each dekatherm of Gas taken by Shipper hereunder on any Day that is in excess of one hundred percent (100%) of Shipper's Maximum Daily Quantity, and has not been authorized under Section 6.1 above, shall be considered as Unauthorized Daily Overrun Quantity and shall be subject to a penalty rate equal to the greater of ten dollars (\$10.00) or two times the Spot Price Index for the Service Month, as defined in Section 2 of the General Terms and Conditions of Transporter's First Revised Volume No. 1 FERC Gas Tariff, in addition to all the charges set forth in Section 6.1, above, provided (a) that

Transporter shall waive such penalty if Shipper's takes on any Day do not exceed one hundred two percent (102%) of Shipper's Maximum Daily Quantity, and (b) if such takes exceed one hundred two percent (102%), then for the first two percent (2%) above one hundred percent (100%) the penalty rate shall be five dollars (\$5.00).

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 16 Original Sheet No. 16 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-1)

THIS AGREEMENT entered into this ____ day of _____, 19__, by and between ANR PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Transporter," and _____, hereinafter referred to as "Shipper."

W I T N E S S E T H

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf; and

WHEREAS, Transporter has sufficient capacity available to provide the Transportation Service for Shipper on the terms specified herein;

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

GAS TRANSPORTATION SERVICE

1. Transporter's Transportation Service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Transporter.
2. Subject to the terms and provisions of this Agreement, Shipper agrees to deliver or cause to be delivered to Transporter, Gas for Transportation, and Transporter agrees to receive, transport and redeliver Equivalent Quantities of Gas to Shipper or for the account of Shipper, on a firm basis, up to an aggregate Maximum Daily Quantity of _____ dekatherms ("dth"). Section I of Exhibit C, attached hereto and made a part hereof, sets forth one or more routings of Transportation provided hereunder, by designation of the Point(s) of Receipt and Point(s) of Delivery, and specifies the portion of the aggregate Maximum Daily Quantity which is related to and agreed upon relative to each such routing.
3. Transporter at its sole option, may, if tendered by Shipper, transport daily quantities in excess of the Maximum Daily Quantity specified in Paragraph 2, above.

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 17 Original Sheet No. 17 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-1)
(Continued)

ARTICLE II

POINT(S) OF RECEIPT

1. Shipper shall deliver or cause to be delivered Gas hereunder at Point(s) of Receipt set forth in Exhibit "A", which is attached hereto and made a part hereof.

ARTICLE III

POINT(S) OF DELIVERY

1. Transporter shall redeliver to Shipper, or for the account of Shipper, Equivalent Quantities of Gas transported hereunder at the Point(s) of Delivery set forth on Exhibit "B", which is attached hereto and made a part hereof.

ARTICLE IV

TERM OF AGREEMENT

1. This Agreement shall be effective for an initial period as of the date first written above until _____, and _____ to _____ thereafter, until terminated by Transporter or Shipper upon _____ prior written notice to the other specifying a termination date at the end of such period or any successive period thereafter. The period of service hereunder shall be from _____ until the termination of this Agreement. Transporter may terminate this Agreement if it relates to service under Section 311 of the NGPA if it also terminates like service for others on a nondiscriminatory basis which is consistent with applicable regulatory law and regulations, and secures any necessary regulatory approval(s). Transporter may terminate this Agreement if it relates to service under a blanket certificate if necessary authorization for such termination and/or abandonment is received. Shipper agrees that upon any such termination, Transporter is deemed to have abandoned such service and Shipper will not protest or otherwise oppose such abandonment.

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 18 Original Sheet No. 18 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-1)
(Continued)

ARTICLE V

RATE SCHEDULE AND CHARGES

1. Each Month, Shipper shall pay Transporter for the service hereunder, an amount determined in accordance with Transporter's Rate Schedule FTS-1 and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Volume No. 1-A, as filed with the Commission. Such Rate Transporter's provision of any services of third parties to Shippers hereunder shall be carried out in a non-discriminatory manner. Schedule and General Terms and Conditions are incorporated by reference and made a part hereof. Section II of Exhibit C hereto sets forth one or more routings of Transportation provided hereunder, by designation of the Point(s) of Receipt and Point(s) of Delivery, and specifies for each such routing, the applicable information as follows, which shall be utilized for transactions hereunder:
 - i. A combined Maximum Reservation Rate consisting of the sum of the applicable portion(s) thereof.
 - ii. A combined Maximum Commodity Rate, and a combined Minimum Commodity Rate, each consisting of the sum of the applicable portion(s) thereof.
 - iii. Reduction for Transporter's Use percentage(s).
 - iv. Third Party Charges.
 - v. Other charges which are applicable.

Exhibit C to the originally executed Service Agreement shall specify the initial levels of maximum and minimum rates, Transporter's use percentage(s), and other charges which are applicable. When the level of any such charge(s) or percentage(s) is changed pursuant to Commission authorization or direction, Transporter may unilaterally effect an amendment to Exhibit C to reflect such change(s) by so specifying in a written communication to Shipper.

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 19 Original Sheet No. 19 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-1)
(Continued)

2. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms set forth herein or in Rate Schedule FTS-1, as may be found necessary to assure Transporter just and reasonable rates. Nothing herein contained shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.
3. Further Agreement: (Write None or specify the agreement).

ARTICLE VI

NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Transporter: ANR Pipeline Company
500 Renaissance Center
Detroit, Michigan 48243
Attention: Gas Control (Nominations)
Volume Management (Statements)
Cash Control (Payments)
Vice President, Operations Management

Shipper: _____

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 20 Original Sheet No. 20 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-1)
(Continued)

ARTICLE VII

MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

ATTEST: ANR PIPELINE COMPANY
(Transporter)

Secretary By _____
Its _____

ATTEST: _____
(Shipper)

Secretary By _____
Its _____

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 21 Original Sheet No. 21 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-1)
(Continued)

EXHIBIT "A"

to

Agreement between
ANR Pipeline Company (Transporter)
and

_____ (Shipper)

Dated _____

POINT(S) OF RECEIPT

Number	Name	Location
-----	----	-----

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 22 Original Sheet No. 22 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-1)
(Continued)

EXHIBIT "B"

to

Agreement between
ANR Pipeline Company (Transporter)
and

_____ (Shipper)

Dated _____

POINT(S) OF DELIVERY

Number	Name	Location
-----	----	-----

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 23 Original Sheet No. 23 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-1)
(Continued)

EXHIBIT "C"
to
Agreement between
ANR Pipeline Company (Transporter)
and

_____ (Shipper)

Dated _____

MAXIMUM DAILY
QUANTITY, TRANSPORTATION
AND ADDITIONAL CHARGES

I. MAXIMUM DAILY QUANTITY

Point(s) of Receipt Number(s)	Point(s) of Delivery Number(s)	Maximum Daily Quantity (dth)
-----	-----	-----

II. TRANSPORTATION AND ADDITIONAL CHARGES

Point(s) of Receipt Number(s)	Point(s) of Delivery Number(s)	Transporta- tion Charge (\$ per dth)	Reduction for Transporter's Use (%)	Third Party Charges (Incl. Fuel)	Other Charges
-----	-----	-----	-----	-----	-----
		Maximum Reservation Charge:			
		Maximum Commodity Charge:			
		Minimum Commodity Charge:			

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 24 Original Sheet No. 24 : Superseded

RATE SCHEDULE FTS-2
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by ANR Pipeline Company (hereinafter referred to as "Transporter") for firm Transportation Service when:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Shipper; and
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.

Transportation Service under this Rate Schedule shall consist of: (i) the receipt of Gas on behalf of Shipper at the Point(s) of Receipt specified in the executed Agreement, (ii) the Transportation of Gas, and (iii) the tender of Gas for delivery by Transporter to Shipper, or for Shipper's account, at the Point(s) of Delivery specified in the executed Agreement.

Transportation Service rendered under this Rate Schedule shall be firm, up to the Maximum Daily Quantity on any Day: provided, however, that Transporter may interrupt service, in whole or in part, on any Day, but for not more than any ten (10) Days in each Month. On days in which no complete or partial interruption is imposed, service under this rate schedule shall be deemed firm Service for all purposes. The Maximum Daily Quantity shall be specified in the executed Agreement.

If Transporter receives an acceptable request for firm Transportation Service pursuant to Transporter's FERC Gas Tariff, First Revised Volume No. 1-A, Rate Schedule FTS-1 ("FTS-1") that can only be provided by reducing the Maximum Daily Quantities of services under this Rate Schedule, Transporter shall notify the Shipper(s) which have the lowest priority of service under this Rate Schedule of the reductions in its or their Maximum Daily Quantities under this Rate Schedule which are necessary to furnish Transportation Service under Rate Schedule FTS-1.

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 25 Original Sheet No. 25 : Superseded

RATE SCHEDULE FTS-2
Firm Transportation Service
(Continued)

Priority of service for purposes of the preceding sentence shall be determined as provided in Section 11 of the General Terms and Conditions. Such reduction(s) shall be made on the date(s) specified in such notification, which date(s) shall be no less than thirty (30) Days after the date of such notification. Such notified Shipper(s) under this Rate Schedule may, within said thirty (30) Days, convert that portion of service provided under this Rate Schedule which is equal to such reduction, to service under Rate Schedule FTS-1, by executing an Agreement under Rate Schedule FTS-1, which conversion shall have priority over the pending request for service under Rate Schedule FTS-1 which caused such notification, or may convert that portion of service provided under this Rate Schedule which is equal to such reduction to service under Rate Schedule ITS by executing an Agreement for such service, or may terminate any remaining portion of service provided under this Rate Schedule. Conversions to Rate Schedule FTS-1 or ITS service shall maintain the original priority date under this Rate Schedule, for purposes of priority of service pursuant to Section 11 of The General Terms and Conditions.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule. Section 19 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1 shall also be applicable to this Rate Schedule.

4. RATES AND CHARGES

The amounts due which shall be paid by Shipper to Transporter for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 4 that are applicable to Shipper for such Month, computed by use of the applicable rates set forth on Sheet Nos. 3 and 4 which are effective during such Month or portions thereof as modified pursuant hereto.

Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent. If at the Commencement or Termination of the Agreement service is provided for only a portion of a Service Month, any applicable reservation fee shall be prorated for the number of days that service is provided.

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 26 Original Sheet No. 26 : Superseded

RATE SCHEDULE FTS-2
Firm Transportation Service
(Continued)

4.1 Firm Service

(a) Reservation Charges:

- (1) A Mainline Area Reservation Rate shall be paid if the Agreement provides for Transportation which requires use of the Mainline Area Facilities of Transporter. Such rate shall be paid for each dekatherm of Shipper's Maximum Daily Quantity.
- (2) A Southwest Area Reservation Rate shall be paid if the Agreement provides for Transportation which requires use of the Southwest Area Facilities of Transporter. Such rate shall be paid for each dekatherm of Shipper's Maximum Daily Quantity.
- (3) A Southeast Area Reservation Rate shall be paid if the Agreement provides for Transportation which requires use of the Southeast Area Facilities of Transporter. Such rate shall be paid for each dekatherm of Shipper's Maximum Daily Quantity.
- (4) Each Shipper shall pay the applicable rate listed in paragraphs (1), (2) and (3), above.
- (5) If Transporter fails to tender Gas for redelivery at the Point(s) of Delivery for the account of a Shipper during any Day, due to the Transporter's scheduling of necessary maintenance and repair of pipeline facilities, necessary maintenance and repair of compression facilities, and/or facility outages for tie-in of new facilities, the quantity of Gas that Shipper has nominated, or makes available to Transporter on, such Day, or Shipper's Maximum Daily Quantity, whichever is less, then subject to the provisions of the General Terms and Conditions, the portion of the monthly bill of such Shipper which is attributable to the Reservation Charges shall be reduced by an amount equal to the combined Reservation Charge divided by 30.4 and multiplied by the difference between such quantity of Gas nominated or made available for delivery by Shipper, whichever is less, up to the Maximum Daily

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Original Sheet No. 27 Original Sheet No. 27 : Superseded

RATE SCHEDULE FTS-2
Firm Transportation Service
(Continued)

Quantity, and the quantity actually delivered by
Transporter for the account of Shipper during such
Day.

(b) Commodity Charge:

- (1) A Mainline Area Access Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Service Month pursuant to an Agreement which provides for Transportation which requires use of Mainline Area Facilities of Transporter.
- (2) A Mainline Segment Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Month pursuant to an Agreement which provides for Transportation which requires use of one or more of the Mainline Segments of Transporter. A Shipper will be required to pay the applicable commodity charge(s) for only those Mainline Segments, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff First Revised Volume No. 1-A, which are utilized to effectuate final delivery of the Gas to Shipper. For any portion of the Transportation service that is related to a Backhaul on one or more of the Mainline Segments, Transporter will not charge Shipper the applicable Mainline Segment Commodity Rate.
- (3) A Southwest Area Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Service Month pursuant to an Agreement which provides for Transportation which requires use of the Southwest Area Facilities of Transporter.
- (4) A Southeast Area Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Service Month pursuant to an Agreement which provides for Transportation which requires use of the Southeast Area Facilities of Transporter.

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FERC Docket: RP89-161-023

Original Sheet No. 28 Original Sheet No. 28 : Superseded

RATE SCHEDULE FTS-2
Firm Transportation Service
(Continued)

- (5) Each Shipper shall pay the applicable rate listed in paragraphs (1), (2), (3), and (4) above.
- (6) For Transportation related to storage services, if Transportation is performed during the Winter Period using the applicable facilities identified in paragraphs (1), (3), and (4) above and Transporter has already charged Shipper a Summer Period commodity rate for such service, then the Winter Period commodity rate shall be reduced by such Summer Period commodity rate, such that the total commodity rate charged for gas transported to storage and redelivered to Shipper from storage shall not exceed the Winter Period commodity rate.

4.2 Rate Changes. Subject to any limitations imposed by additional Service Agreement provisions agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate is stated on Sheet Nos. 3 and 4 of this First Revised Volume No. 1-A Tariff or a superseding Tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth on such sheets. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's Regulations with respect to any charges at less than the Maximum Rate. Whenever Transporter adjusts the rate to be charged to a Shipper pursuant to this Section 4.2, notice thereof shall be given to Shipper not less than seventy-two (72) hours prior to the effective date of such adjustment.

4.3 Overrun Service Rate. In addition to all other applicable charges, an Overrun Service Rate equal to the applicable reservation charge(s) divided by 30.4 shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Service Month pursuant to Section 6 of this Rate Schedule.

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Original Sheet No. 29 Original Sheet No. 29 : Superseded

RATE SCHEDULE FTS-2
Firm Transportation Service
(Continued)

- 4.4 Transporter's Use Charge. Shipper may furnish the Gas for Transporter's Use in the Transportation Service on behalf of Shipper, or may elect to have Transporter do so, by a one time election which is specified in the Agreement. If Shipper does not furnish such Gas, then Shipper shall pay to Transporter the product of Transporter's Gas Cost multiplied by the applicable Reduction for Transporter's Use percentage(s), as specified on Exhibit C to the Agreement, multiplied further by each dekatherm of Gas which is received by Transporter from Shipper, at the respective Point(s) of Receipt to which such percentage(s) apply, during the Service Month.

5. ADDITIONAL CHARGES

- 5.1 Commission and Other Regulatory Fees. Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees, including Commission Prior Notice Application and Initial Report fees.
- 5.2 Associated Liquids Charge. Shipper shall pay to Transporter an appropriate rate for liquid hydrocarbons transported for Shipper, as specified in the Agreement or Sheet No. 4 of this First Revised Volume 1-A.
- 5.3 Annual Charge Adjustment (ACA). Transporter shall collect the ACA charge from Shipper for all Gas transported hereunder, as authorized by the Commission's Orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B, issued September 16, 1987 at Docket No. RM87-3. The currently effective rate for such charge shall be stated on Sheet No. 4 of this First Revised Volume No. 1-A Tariff, pursuant to Section 12 of the General Terms and Conditions of First Revised Volume No. 1, incorporated herein by reference.

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First Revised Sheet No. 30 First Revised Sheet No. 30 : Superseded
Superseding: Original Sheet No. 30

RATE SCHEDULE FTS-2
Firm Transportation Service
(Continued)

- 5.4 GRI Adjustment Charge. Transporter, in accordance with the provisions of Section 13 of Transporter's FERC Gas Tariff Original Volume No. 1, shall collect the GRI Adjustment Charge from Shipper as applicable hereunder, where Transporter is the last interstate GRI member transporting the gas. The currently effective rate for such charge shall be used, and shall be stated on Sheet No. 4 of this Volume No. 1-A.
- 5.5 Volumetric Take-or-Pay Surcharge. Transporter shall collect the volumetric take-or-pay surcharge from Shipper for all Gas transported hereunder, so that Transporter may recover that portion of Transporter's Order 500 buyout and buydown costs as authorized by the Commission's Orders. The currently effective minimum/maximum rate for such charge shall be stated on Sheet No. 4 of this First Revised Volume No. 1-A Tariff, pursuant to the General Terms and Conditions as set forth in Section 17 of First Revised Volume No. 1, incorporated herein by reference.
- 5.6 Third Party Charges. Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with Third Party(s) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use Transportation Service which Transporter has contracted for with Third Party(s) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to Third Party(s) for Transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a Third Party for Transportation of Shipper's Gas, including Third Party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on Exhibit C of the Agreement, and set forth separately on billings rendered to Shipper. Transporter's provision of any services of third parties to Shippers hereunder shall be carried out in a non-discriminatory manner.
- 5.7 Cashout of monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 4.7 of the General Terms and Conditions of this First Revised Volume No. 1-A FERC Gas Tariff.

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FERC Docket: RP89-161-025

First Revised Sheet No. 31 First Revised Sheet No. 31 : Superseded
Superseding: Original Sheet No. 31

RATE SCHEDULE FTS-2
Firm Transportation Service
(Continued)

6. TRANSPORTATION IN EXCESS OF MAXIMUM DAILY QUANTITY

- 6.1 Authorized Overrun. Shipper may request Transporter to transport Gas for Shipper on any Day in excess of Shipper's Maximum Daily Quantity. Transporter may do so on an interruptible basis if it can do so without adverse effect on Transporter's operations or its ability to meet all other obligations of higher priority as described in Section 11 of the General Terms and Conditions. Shipper shall pay an Overrun Service Rate pursuant to Section 4.3 of this Rate Schedule FTS-2 for such excess transportation.
- 6.2 Unauthorized Overrun. Each dekatherm of Gas taken by Shipper hereunder on any Day that is in excess of one hundred percent (100%) of Shipper's Maximum Daily Quantity, and which has not been authorized under Section 6.1 above, shall be considered as Unauthorized Daily Overrun Quantity and shall be subject to a penalty rate equal to the greater of ten dollars (\$10.00) or two times the Spot Price Index for the Service Month, as defined in Section 2 of the General Terms and Conditions of Transporter's First Revised Volume No. 1 FERC Gas Tariff, in addition to all the charges set forth in Section 6.1, above, provided that (a) Transporter shall waive such penalty if Shipper's takes on any Day do not exceed one hundred two percent (102%) of Shipper's Maximum Daily Quantity, and (b) if such takes exceed one hundred two percent (102%), then for the first two percent (2%) above one hundred percent (100%) the penalty rate shall be five dollars (\$5.00).

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 32 Original Sheet No. 32 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-2)

THIS AGREEMENT entered into this ____ day of _____, 19__, by and between ANR PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Transporter," and _____, hereinafter referred to as "Shipper."

W I T N E S S E T H

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf; and

WHEREAS, Transporter has sufficient capacity available to provide the Transportation Service for Shipper on the terms specified herein;

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

GAS TRANSPORTATION SERVICE

1. Transporter's Transportation Service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Transporter.
2. Subject to the terms and provisions of this Agreement, Shipper agrees to deliver or cause to be delivered to Transporter Gas for Transportation and Transporter agrees to receive, transport and redeliver Equivalent Quantities of Gas to Shipper or for the account of Shipper, on a firm basis, up to an aggregate Maximum Daily Quantity of _____ dekatherms ("dth"), provided, however, that Transporter may interrupt service on any Day, but for not more than any ten (10) Days in each Month. Section I of Exhibit C, attached hereto and made a part hereof, sets forth one or more routings of Transportation provided hereunder, by designation of the Point(s) of Receipt and Point(s) of Delivery, and specifies the portion of the aggregate Maximum Daily Quantity which is related to and agreed upon relative to each such routing.

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 33 Original Sheet No. 33 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-2)
(Continued)

3. Transporter's Transportation Service hereunder is subject to conversion or termination upon notice by Transporter to Shipper that Transporter has received an acceptable request for service pursuant to Transporter's F.E.R.C. Gas Tariff First Revised Volume No. 1-A, Rate Schedule FTS-1 which requires reduction in Shipper's Maximum Daily Quantity as provided in Section 2 of Transporter's Rate Schedule FTS-2.
4. Transporter at its sole option may, if tendered by Shipper, transport daily quantities in excess of the Maximum Daily Quantity Amount(s) specified in Paragraph 2, above.

ARTICLE II

POINT(S) OF RECEIPT

1. Shipper shall deliver or cause to be delivered Gas hereunder at the Point(s) of Receipt set forth in Exhibit "A", which is attached hereto and made a part hereof.

ARTICLE III

POINT(S) OF DELIVERY

1. Transporter shall redeliver to Shipper or for the account of Shipper Equivalent Quantities of Gas transported hereunder at the Point(s) of Delivery set forth on Exhibit "B", which is attached hereto and made a part hereof.

ARTICLE IV

TERM OF AGREEMENT

1. This Agreement shall be effective for an initial period as of the date first written above until _____, and _____ to _____ thereafter until terminated by Transporter or Shipper upon _____ prior written notice to the other specifying a termination date at the end of such period or any successive contract period thereafter. The period of service hereunder shall be from _____ until the termination of this Agreement. Transporter may terminate this Agreement if it also terminates like service for others on a non-discriminatory basis which is consistent with applicable regulatory law and regulations. Shipper agrees that upon such

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 34 Original Sheet No. 34 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-2)
(Continued)

termination, Transporter is deemed to have abandoned such service and Shipper will not protest or otherwise oppose such abandonment.

ARTICLE V

RATE SCHEDULE AND CHARGES

1. Each Month, Shipper shall pay Transporter for the service hereunder, an amount determined in accordance with Transporter's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Transporter's F.E.R.C. Gas Tariff, First Revised Volume No. 1-A, as filed with the Commission. Such Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof. Section II of Exhibit C hereto sets forth one or more routings of Transportation provided hereunder, by designation of the Point(s) of Receipt and Point(s) of Delivery, and specifies for each such routing, the applicable information as follows, which shall be utilized for transactions hereunder:
 - i. A combined Maximum Reservation Rate consisting of the sum of the applicable portion(s) thereof.
 - ii. A combined Maximum Commodity Rate, and a combined Minimum Commodity Rate, each consisting of the sum of the applicable portion(s) thereof.
 - iii. Reduction for Transporter's Use percentage(s).
 - iv. Third Party Charges.
 - v. Other charges which are applicable.

Exhibit C to the originally executed Service Agreement shall specify the initial levels of maximum and minimum rates, Transporter's use percentage(s), and other charges which are applicable. When the level of any such charge(s) or percentage(s) is changed pursuant to Commission authorization or direction, Transporter may unilaterally effect an amendment to Exhibit C to reflect such change(s) by so specifying in a written communication to Shipper.

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 35 Original Sheet No. 35 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-2)
(Continued)

2. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms set forth herein or in Rate Schedule FTS-2, as may be found necessary to assure Transporter just and reasonable rates. Nothing herein contained shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.
3. Further Agreement: (Write None or specify the agreement).

ARTICLE VI

NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Transporter: ANR Pipeline Company
500 Renaissance Center
Detroit, Michigan 48243
Attention: Gas Control (Nominations)
Volume Management (Statements)
Cash Control (Payments)
Vice President, Operations Management

Shipper: _____

ARTICLE VII

MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____:

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 36 Original Sheet No. 36 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-2)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

ATTEST: ANR PIPELINE COMPANY
(Transporter)

Secretary By _____
Its _____

ATTEST: _____
(Shipper)

Secretary By _____
Its _____

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 37 Original Sheet No. 37 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-2)
(Continued)

EXHIBIT "A"

to

Agreement between
ANR Pipeline Company (Transporter)
and

_____ (Shipper)

Dated _____

POINT(S) OF RECEIPT

Number	Name	Location
-----	----	-----

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 38 Original Sheet No. 38 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-2)
(Continued)

EXHIBIT "B"

to

Agreement between
ANR Pipeline Company (Transporter)
and

_____ (Shipper)

Dated _____

POINT(S) OF DELIVERY

Number	Name	Location
-----	----	-----

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 39 Original Sheet No. 39 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FTS-2)
(Continued)

EXHIBIT "C"
to
Agreement between
ANR Pipeline Company (Transporter)
and
_____ (Shipper)

Dated _____

MAXIMUM DAILY
QUANTITY, TRANSPORTATION
AND ADDITIONAL CHARGES

I. MAXIMUM DAILY QUANTITY

Point(s) of Receipt Number(s)	Point(s) of Delivery Number(s)	Maximum Daily Quantity (dth)
-----	-----	-----

II. TRANSPORTATION AND ADDITIONAL CHARGES

Point(s) of Receipt Number(s)	Point(s) of Delivery Number(s)	Transporta- tion Charge (\$ per dth)	Reduction for Transporter's Use (%)	Third Party Charges (Incl. Fuel)	Other Charges
-----	-----	-----	-----	-----	-----
		Maximum Reservation Charge:			
		Maximum Commodity Charge:			
		Minimum Commodity Charge:			

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 40 Original Sheet No. 40 : Superseded

RATE SCHEDULE ITS
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by ANR Pipeline Company (hereinafter referred to as "Transporter") when Shipper and Transporter have executed an Agreement under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.

Transportation Service under this Rate Schedule shall consist of: (i) the receipt of Gas on behalf of Shipper at the Point(s) of Receipt specified in the executed Agreement, (ii) the Transportation of Gas and (iii) the tender of Gas for delivery by Transporter to Shipper, or for Shipper's account, at the Point(s) of Delivery, specified in the executed Agreement.

Transportation Service rendered under this Rate Schedule shall be interruptible, up to the Maximum Daily Quantity on any Day. Interruptible service shall be available only to the extent of actual available capacity as it may be from time to time, under current conditions and shall be offered in accordance with the priorities established in the General Terms and Conditions. The Maximum Daily Quantity shall be specified in the executed Agreement.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule. Section 19 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Volume No. 1 shall also be applicable to this Rate Schedule.

4. RATES AND CHARGES

The amounts due which shall be paid by Shipper to Transporter for each Service Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 4 that are applicable to Shipper for such Service Month, computed by use of the applicable rates set forth on Sheet Nos. 3 and 4 of this First Revised Volume No. 1-A which are effective during such Service Month or

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 41 Original Sheet No. 41 : Superseded

RATE SCHEDULE ITS
Interruptible Transportation Service
(Continued)

portions thereof as modified pursuant hereto.

Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

4.1 Interruptible Service

Commodity Charge:

- (a) A Mainline Area Access Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Service Month pursuant to an Agreement which provides for Transportation which requires use of the Mainline Area Facilities of Transporter.
- (b) A Mainline Segment Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Month pursuant to an Agreement which provides for Transportation which requires use of Mainline Segments of Transporter. A Shipper will be required to pay the applicable commodity charge(s) for only those Mainline Segments, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff First Revised Volume No. 1-A, which are utilized to effectuate final delivery of the Gas to Shipper. For any portion of the Transportation service that is related to a Backhaul on one or more of the Mainline Segments, Transporter will not charge Shipper the applicable Mainline Segment Commodity Rate.
- (c) A Southwest Area Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Service Month, pursuant to an Agreement which provides for Transportation which requires use of the Southwest Area Facilities of Transporter.
- (d) A Southeast Area Commodity Rate shall be paid for Each Dekatherm Of Gas Which Is Delivered to or on behalf of Shipper at the Point(s) of Delivery during the Service Month pursuant to an Agreement which provides for

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 42 Original Sheet No. 42 : Superseded

RATE SCHEDULE ITS
Interruptible Transportation Service
(Continued)

Transportation which requires use of the Southeast Area Facilities of Transporter.

- (e) Each Shipper shall pay the applicable rate listed in paragraphs (a), (b), (c), and (d) above.
- (f) For Transportation related to storage services, if Transportation is performed during the Winter Period using the applicable facilities identified in paragraphs (a), (c) and (d) above and Transporter has already charged Shipper a Summer Period commodity rate for such service, then the Winter Period commodity rate shall be reduced by such Summer Period commodity rate, such that the total commodity rate charged for gas transported to storage and redelivered to Shipper from storage shall not exceed the Winter Period commodity rate.

4.2 Rate Changes. Subject to any limitations imposed by additional Service Agreement provisions agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate is stated on Tariff Sheet Nos. 3 and 4 of this First Revised Volume No. 1-A Tariff or a superseding Tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth on such sheets. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate. Whenever Transporter adjusts the rate to be charged to a Shipper pursuant to this Section 4.2, notice thereof shall be given to Shipper not less than seventy-two (72) hours prior to the effective date of such adjustment.

4.3 Transporter's Use Charge. Shipper may furnish the Gas for Transporter's Use in the Transportation Service on behalf of Shipper, or may elect to have Transporter do so, by a one time election which is specified in the Agreement. If Shipper does not furnish such Gas, then Shipper shall pay to Transporter the product of Transporter's Gas Cost multiplied by the applicable

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FERC Docket: RP89-161-023

Original Sheet No. 43 Original Sheet No. 43 : Superseded

RATE SCHEDULE ITS
Interruptible Transportation Service
(Continued)

Reduction for Transporter's Use percentage(s), as specified on Exhibit C to the Agreement, multiplied further by each dekatherm of Gas which is received by Transporter from Shipper, at the respective Point(s) of Receipt which such percentage(s) apply, during the Service Month.

5. ADDITIONAL CHARGES

- 5.1 Commission and Other Regulatory Fees. Shipper shall reimburse Transporter for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees, including Commission Prior Notice Application and Initial Report fees.
- 5.2 Associated Liquids Charge. Shipper shall pay to Transporter an appropriate rate for liquid hydrocarbons transported for Shipper, as specified in the Agreement or Sheet No. 4 of this First Revised Volume No. 1-A.
- 5.3 Annual Charge Adjustment (ACA). Transporter shall collect the ACA charge from Shipper for all Gas transported hereunder, as authorized by the Commission's Orders, so that Transporter may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B issued September 16, 1987 at Docket No. RM87-3. The currently effective rate for such charge shall be stated on Sheet No. 4 of this First Revised Volume No. 1-A Tariff, pursuant to Section 12 of the General Terms and Conditions of First Revised Volume No. 1, incorporated herein by reference.
- 5.4 GRI Adjustment Charge. Transporter, in accordance with the provisions of Section 13 of Transporter's FERC Gas Tariff Original Volume No. 1, shall collect the GRI Adjustment Charge from Shipper for all Gas transported hereunder, where Transporter is the last interstate GRI member transporting the gas. The currently effective rate for such charge shall be used, and shall be stated on Sheet No. 4 of this Volume No. 1-A.

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 44 Original Sheet No. 44 : Superseded

RATE SCHEDULE ITS
Interruptible Transportation Service
(Continued)

- 5.5 Volumetric Buyout Buydown Surcharge. Transporter shall collect the volumetric buyout buydown surcharges from Shipper for all Gas transported hereunder. The currently effective minimum/maximum rates for such charge shall be stated on Sheet No. 4 of this First Revised Volume No. 1-A Tariff, pursuant to Section 17 of the General Terms and Conditions of First Revised Volume No. 1, incorporated herein by reference.
- 5.6 Third Party Charges. Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with Third Party(s) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use Transportation Service which Transporter has contracted for with Third Party(s) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to Third Party(s) for Transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a Third Party for Transportation of Shipper's Gas, including Third Party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on Exhibit C of the Agreement, and set forth separately on billings rendered to Shipper. Transporter's provision of any services of third parties to Shippers hereunder shall be carried out in a non-discriminatory manner.
- 5.7 Cashout of monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 4.7 of the General Terms and Conditions of this First Revised Volume No. 1-A FERC Gas Tariff.

6. TRANSPORTATION IN EXCESS OF MAXIMUM DAILY QUANTITY

Shipper may request Transporter to transport Gas for Shipper on any Day in excess of Shipper's Maximum Daily Quantity. Transporter may do so on an interruptible basis if it can do so without adverse effect on Transporter's operations or its ability to meet all other existing obligations described in Section 11 of the General Terms and Conditions. Shipper shall pay the applicable rate pursuant to Section 4.1 of this Rate Schedule ITS for such transportation.

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 45 Original Sheet No. 45 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule ITS)

THIS AGREEMENT entered into this ____ day of _____, 19__, by and between ANR PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Transporter," and _____, hereinafter referred to as "Shipper."

W I T N E S S E T H

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf; and

WHEREAS, Transporter may have capacity available to provide the Transportation Service for Shipper on the terms specified herein;

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

GAS TRANSPORTATION SERVICE

1. Transporter's Transportation Service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Transporter.
2. Subject to the terms and provisions of this Agreement, Shipper agrees to deliver or cause to be delivered to Transporter, Gas for Transportation, and Transporter agrees to receive, transport and redeliver Equivalent Quantities of Gas to Shipper or for the account of Shipper, on an interruptible basis, up to an aggregate Maximum Daily Quantity of _____ dekatherms ("dth"). Section I of Exhibit C, attached hereto and made a part hereof, sets forth one or more routings of Transportation provided hereunder, by designation of the Point(s) of Receipt and Point(s) of Delivery, and specifies the portion of the aggregate Maximum Daily Quantity which is related to and agreed upon relative to such routing.

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule ITS)
(Continued)

3. Transporter may, if tendered by Shipper, transport daily quantities in excess of the Maximum Daily Quantity amount(s) specified in Paragraph 2, above if it can do same without adverse effect on Transporter's operations or its ability to meet all other obligations.
4. Transportation service rendered hereunder may be wholly or partly interrupted, subject to Section 4 of the General Terms and Conditions, when such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Transporter's system.

ARTICLE II

POINT(S) OF RECEIPT

1. Shipper shall deliver or cause to be delivered Gas hereunder at the Point(s) of Receipt set forth in Exhibit "A", which is attached hereto and made a part hereof.

ARTICLE III

POINT(S) OF DELIVERY

1. Transporter shall redeliver to Shipper or for the account of Shipper Equivalent Quantities of Gas transported hereunder at the Point(s) of Delivery set forth on Exhibit "B", which is attached hereto and made a part hereof.

ARTICLE IV

TERM OF AGREEMENT

1. This Agreement shall be effective for an initial period as of the date first written above until _____, and _____ to _____ thereafter until terminated by Transporter or Shipper upon _____ prior written notice to the other specifying a termination date at the end of such period or any successive period thereafter. The period of service hereunder shall be from _____ until the termination of this Agreement. Transporter may terminate

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 47 Original Sheet No. 47 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule ITS)
(Continued)

this Agreement if it relates to service under Section 311 of the NGPA if it also terminates like service for others on a non-discriminatory basis which is consistent with applicable regulatory law and regulations, and secures any necessary regulatory approval(s). Transporter may terminate this Agreement if it relates to service under a blanket certificate if necessary authorization for such termination an/or abandonment is received. Shipper agrees that upon such termination, Transporter is deemed to have abandoned such service and Shipper will not protest or otherwise oppose such abandonment.

ARTICLE V

RATE SCHEDULE AND CHARGES

1. Each Month, Shipper shall pay Transporter for the service hereunder, an amount determined in accordance with Transporter's Rate Schedule ITS and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Volume No. 1-A, as filed with the Commission. Such Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof. Section II of Exhibit C hereto sets forth one or more routings of Transportation provided hereunder, by designation of the Point(s) of Receipt and Point(s) of Delivery, and specifies for each such routing, the applicable information as follows, which shall be utilized for transactions hereunder:
 - i. A combined Maximum Commodity Rate, and a combined Minimum Commodity Rate, each consisting of the sum of the applicable portion(s) thereof.
 - ii. Reduction for Transporter's Use percentage(s).
 - iii. Third Party Charges.
 - iv. Other charges which are applicable.

Exhibit C to the originally executed Service Agreement shall specify the initial levels of maximum and minimum rates, Transporter's use percentage(s), and other charges which are applicable. When the level of any such charge(s) or percentage(s) is changed pursuant to

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FERC Docket: RP89-161-023

Original Sheet No. 48 Original Sheet No. 48 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule ITS)
(Continued)

Commission authorization or direction, Transporter may unilaterally effect an amendment to Exhibit C to reflect such change(s) by so specifying in a written communication to Shipper.

2. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms set forth herein or in Rate Schedule ITS, as may be found necessary to assure Transporter just and reasonable rates. Nothing herein contained shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.
3. Further Agreement: (Write None or specify the agreement).

ARTICLE VI

NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Transporter: ANR Pipeline Company
500 Renaissance Center
Detroit, Michigan 48243
Attention: Gas Control (Nominations)
Volume Management (Statements)
Cash Control (Payments)
Vice President, Operations Management

Shipper: _____

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 49 Original Sheet No. 49 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule ITS)
(Continued)

ARTICLE VII

MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract(s) between the parties hereto effective _____:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

ANR PIPELINE COMPANY
(Transporter)

ATTEST:

Secretary

By _____

Its _____

(Shipper)

ATTEST:

Secretary

By _____

Its _____

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 50 Original Sheet No. 50 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule ITS)
(Continued)

EXHIBIT "A"

to

Agreement between
ANR Pipeline Company (Transporter)
and

_____ (Shipper)

Dated _____

POINT(S) OF RECEIPT

Number	Name	Location
-----	----	-----

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 51 Original Sheet No. 51 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule ITS)
(Continued)

EXHIBIT "B"

to

Agreement between
ANR Pipeline Company (Transporter)
and

_____ (Shipper)

Dated _____

POINT(S) OF DELIVERY

Number	Name	Location
-----	----	-----

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 52 Original Sheet No. 52 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule ITS)
(Continued)

EXHIBIT "C"

to

Agreement between
ANR Pipeline Company (Transporter)
and

_____ (Shipper)

_____ Dated

MAXIMUM DAILY
QUANTITY, TRANSPORTATION
AND ADDITIONAL CHARGES

I. MAXIMUM DAILY QUANTITY

Point(s) of Receipt Number(s)	Point(s) of Delivery Number(s)	Maximum Daily Quantity (dth)
-----	-----	-----

II. TRANSPORTATION AND ADDITIONAL CHARGES

Point(s) of Receipt Number(s)	Point(s) of Delivery Number(s)	Transporta- tion Charge (\$ per dth)	Reduction for Transporter's Use (%)	Third Party Charges (Incl. Fuel)	Other Charges
-----	-----	-----	-----	-----	-----

Maximum
Commodity
Charge:

Minimum
Commodity
Charge:

Effective Date: 11/01/1992 Status: Effective

FERC Docket: RP89-161-023

Original Sheet No. 53 Original Sheet No. 53 : Superseded

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The term "Agreement" shall mean the Service Agreement executed by the Shipper and Transporter and any exhibits, attachments and/or amendments thereto.
- 1.2 The term "Associated Liquefiabiles" shall mean liquefiable hydrocarbons within the Gas stream to be transported hereunder as Gas.
- 1.3 The term "Associated Liquids" shall mean condensate (liquid hydrocarbons without free water) produced in conjunction with the production of Gas to be transported hereunder (the quantity shall not exceed 10 bbls per Mdth).
- 1.4 The term "Back Haul" shall mean the receipt and delivery of Gas which is accomplished by the Transporter's delivery of Gas at Point(s) of Delivery upstream from the Point(s) of Receipt of such Gas.
- 1.5 The term "BTU" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit. (BTU is measured on a dry basis at 14.73 psia.)
- 1.6 The term "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 1.7 The term "Day" shall mean a period of twenty-four (24) consecutive hours, beginning at 12:00 noon, Central Time.
- 1.8 The term "Dekatherm" ("dth") shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) BTU; thus the term Mdth shall mean one (1) thousand dth.
- 1.9 The term "Each Dekatherm of Gas Which is Delivered" shall be determined in accordance with the allocation procedures set forth in Section 14 of these General Terms and Conditions.
- 1.10 The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of dekatherms equal to the amount of dekatherms received by Transporter for the account of Shipper at the Point(s) of Receipt reduced, where applicable, by the

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dekatherms removed for Transporter's Use, Third Party Use and lost and unaccounted for Gas, and Treatment and Processing of Shipper's Gas, all as attributable to Transportation of Shipper's Gas.

- 1.11 The term "Gas" shall mean natural gas, including gas cap gas, casinghead gas produced with crude oil, gas from gas wells, gas from condensate wells, Associated Liquefiabiles and synthetic natural gas.
- 1.12 The term "Headstation" shall mean the single Point of Delivery in any Pooling Area, and shall be at either Transporter's compressor stations located at Eunice, Louisiana, or at Greensburg, Kansas, whichever is applicable.
- 1.13 The term "Mainline Area Facilities of Transporter" shall mean those facilities of Transporter which are not Southwest Area Facilities or Southeast Area Facilities of Transporter.
- 1.14 The term "Mainline Segments" shall mean those facilities of Transporter which are not Southwest Area Facilities or Southeast Area Facilities of Transporter. Set forth below are the Mainline Segment location definitions:
 - (a) SOUTHEAST SOUTHERN SEGMENT: all points downstream of the Eunice, LA. compressor station site upstream of the Madisonville, KY compressor station site.
 - (b) SOUTHEAST CENTRAL SEGMENT: all points downstream of and including the Madisonville, KY compressor station site and upstream of and including the Defiance, OH compressor station site.
 - (c) SOUTHWEST SOUTHERN SEGMENT: all points downstream of the Greensburg, Kansas compressor station site upstream of the Maitland, MO compressor station site.
 - (d) SOUTHWEST CENTRAL SEGMENT: all points downstream of and including the Maitland, MO compressor station site and upstream of and including the Sandwich, IL compressor station site.
 - (e) NORTHERN SEGMENT: all points downstream of the Sandwich, IL and the Defiance, OH compressor station site.

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- 1.15 The terms "Maximum Daily Quantity" or "MDQ" shall mean the greatest number of dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day.
- 1.16 The term "Mcf" shall mean one (1) thousand (1,000) cubic feet of Gas; the term MMcf shall mean one (1) million (1,000,000) cubic feet of Gas. (Mcf is measured on a dry (less than 7 pounds water per million cubic feet of gas) basis at 14.73 psia.)
- 1.17 The term "Month" shall mean the period beginning at 12:00 noon, Central Time on the first Day of a calendar month and ending at the same hour on the first Day of the next succeeding calendar month.
- 1.18 The term "Pooler" shall mean a Shipper under Rate Schedules FTS-1, FTS-2, or ITS that has specified a Headstation as its only Point of Delivery under its Pooling Agreement with Transporter.
- 1.19 The term "Pooling Agreement" shall mean an Agreement entered into by a Pooler with Transporter.
- 1.20 The term "Point of Delivery" shall mean either (a) a Headstation, or (b) a point on Transporter's system that Shipper and Transporter shall agree upon in the executed Agreement, where Gas exits facilities owned or operated by Transporter, and is metered.
- 1.21 The term "Point of Receipt" shall mean either (a) a Headstation, or (b) a point on Transporter's system that Shipper and Transporter shall agree upon in the executed Agreement, where Gas enters facilities owned or operated by Transporter, and is metered.
- 1.22 The term "Reduction for Transporter's Use (%)" shall mean the applicable Reduction for Transporter's Use (%), as specified in the Agreement, which shall be an allocable amount of fuel and lost and unaccounted for gas, relative to the transportation, as calculated by Transporter by appropriate engineering principles, which shall include consideration of the distance of transportation. The Reduction for Transporter's Use (%) shall

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be the applicable percentage from the matrix on Sheet No. 7 using the segment location definitions contained in these General Terms and Conditions, provided, however, that no such reduction shall be made for Back Haul transportation. The segment locations for the matrix are also shown on the map on Sheet No. 8. The applicable percentages shown on Sheet No. 7 shall be annually redetermined, and filed to be made effective August 1 of each year, based upon Transporter's most recent three (3) calendar year experience of Transporter's compressor fuel, and Transporter's most recent four (4) calendar year experience of lost-and-unaccounted for Gas. All such annual redetermination filings shall be limited to the charges referenced herein. Transporter shall demonstrate that each redetermined matrix has been computed in accordance with the provisions of this subsection, that the compressor fuel shown by the redetermination was actually experienced by Transporter, and that the filing was accurately prepared.

- 1.23 The term "Service Month" shall mean the Month during which Shipper receives services under this First Revised Volume No. 1-A of Transporter's FERC Gas Tariff.
- 1.24 The term "Southeast Area Facilities" shall mean those facilities of Transporter which are located upstream or south of the Eunice, Louisiana Compressor Station site property, including such site property of Transporter, and Transporter's other onshore and offshore facilities which are not directly connected, and the Holiday Creek facilities located in Mississippi.
- 1.25 The term "Southwest Area Facilities" shall mean those facilities of Transporter which are located upstream of the Greensburg, Kansas Compressor Station site property, including such site property of Transporter, and Transporter's facilities in Wyoming.
- 1.26 The term "Southeast Pooling Area" shall comprise all Points of Receipt located within the Southeast Area Facilities that are contiguous to pipeline facilities owned or operated by Transporter. The Headstation for the Southeast Pooling Area shall be Transporter's compressor station located at Eunice, Louisiana.

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- 1.27 The term "Southwest Pooling Area" shall comprise all Points of Receipt located within the Southwest Area Facilities that are contiguous to pipeline facilities owned or operated by Transporter. The Headstation for the Southwest Pooling Area shall be Transporter's compressor station located at Greensburg, Kansas.
- 1.28 The terms "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver gas to the receiving party at the appropriate Point of Receipt or Delivery.
- 1.29 The terms "Transportation" and "Transportation Service" shall mean transportation of Gas by either Forward Haul or Back Haul or any combination thereof.
- 1.30 The term "Transporter's Gas Cost" shall mean one hundred and twenty five percent (125%) of the Spot Price Index as defined in Section 2 of Transporter's FERC Gas Tariff, First Revised Volume 1.
- 1.31 The term "Transporter's Use" shall mean Transporter's compressor fuel and lost-and-unaccounted for Gas attributable to Transportation of Gas for Shipper.
- 1.32 The term "Wire Transfer" shall mean payments made/effectuated by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Transporter in the future.

2. REQUESTS FOR TRANSPORTATION SERVICE

- 2.1 Requests. To seek to qualify for Transportation Service pursuant to Rate Schedules FTS-1 or FTS-2 or ITS, a potential Shipper shall submit a Request for such Service in writing to the Transporter. Transporter shall evaluate and respond to such requests as soon as is reasonably possible and shall begin service, if an Agreement is executed, as soon as is reasonably possible, after receipt of such request. Such a Request shall be considered acceptable and valid only if the information specified in Section 2.2 below is provided in writing, but Transporter may waive all or a portion of such information in

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individual instances, when the information is already in the possession of Transporter. Each request for service under Rate Schedule FTS-1 or FTS-2 by or on behalf of each proposed Shipper, user or reseller of gas shall be accompanied by refundable earnest money in the form of either Wire Transfer or a check payable to ANR Pipeline Company in the amount of the lesser of ten thousand dollars (\$10,000) or the maximum reservation fee which would be due for the first two Months of service for such requested service, which amount shall be applied, until fully used, against the first amounts due by Shipper to Transporter provided, however, that if an Agreement with Shipper is not executed such amount shall be refunded to Shipper. Requests for service shall be sent to:

ANR Pipeline Company
500 Renaissance Center
Detroit, Michigan 48243
Attention: Assistant Vice President, Transportation and Exchange

2.2 Form of Request for Transportation

- (a) Each request, to be considered as an acceptable and valid request, must furnish the portion of the information set forth below that is designated "Required Information" on the Request Form, and the remainder of the information on such form shall be furnished at the same time or soon thereafter. The Request Form "ANR Pipeline Company's Transportation Service Request Form" is set forth on Sheet Nos. 128 through 131 and may be changed from time to time and reissued by Transporter.
- (b) Requestor's Identification

Name, address, representative, telephone number of party requesting service.
- (c) Shipper's Identification

(Note: the "Shipper" is the party which proposes to execute the Agreement).
 - (1) Name, address, representative and telephone number of Shipper(s).

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- (2) A statement of whether Shipper is a local distribution company, an intrastate pipeline, an interstate pipeline, marketer/broker, producer, end user or other type of entity (which shall be described).
- (3) A statement of whether Shipper is acting for itself, on behalf of someone else (who must be named) or as agent for someone else (who must be named).
- (d) Type of service(s) requested

Specify whether desired service is under Rate Schedule FTS-1, or Rate Schedule FTS-2, or Rate Schedule ITS.
- (e) Quantity (stated in dekatherms)
 - (1) Maximum Daily Quantity to be transported.
 - (2) For Transportation Service under Rate Schedules FTS-1 or FTS-2, the Maximum Daily Quantity at each Point of Delivery. For Storage related Transportation under Rate Schedules FTS-1 and FTS-2, Transporter may permit a Shipper to have a Maximum Daily Quantity during the Summer Period equal to one-two hundredth (1/200) of Shipper's Maximum Storage Quantity; provided that the only Point of Delivery during such Summer Period shall be the Point of Injection/Withdrawal and further, Transporter may permit a Shipper to have a Maximum Daily Quantity during the Winter Period equal to Shipper's Maximum Daily Withdrawal Quantity provided that the only Point of Receipt during such Winter Period shall be the Point of Injection/Withdrawal. The terms Summer Period, Winter Period, Maximum Storage Quantity, Maximum Daily Withdrawal Quantity and Point of Injection/Withdrawal are defined in Original Volume No. 3 of Transporter's FERC Gas Tariff. (It is recognized that limitations of quantities received at individual Point(s) of Receipt may need to be imposed by Transporter, in light of capacity limitations of Point(s) of Receipt and/or pipeline facilities connected thereto.)

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- (3) Amount of Liquids, if any, at each Point of Receipt, and location of Processing Plant on Transporter's System.
 - (4) Total contract quantity of Gas requested to be transported over the life of the Agreement defined as the Maximum Daily Quantity times the number of days of the requested initial term.
- (f) Point(s) of Receipt
- Location of Point(s) of Receipt identified by Production Platform, Section, Township, Range, County/Parish, State, as applicable.
- (g) Point(s) of Delivery
- (1) Location of Point(s) of Delivery identified by Production Platform, Meter Station, Gate Station, etc. with Section, Township, Range County/Parish, State, as applicable, and the name of the party which will receive the Gas from Transporter at each Point of Delivery described.
 - (2) If transportation is to be provided pursuant to Section 311 of the Natural Gas Act Policy of 1978 ("NGPA") and Section 284.102 of the Commission's regulations, prior to the initial flow of Gas to any Point of Delivery, the Shipper must identify to Transporter the "intrastate pipeline" or "local distribution company" (as defined by the NGPA) on whose behalf the Gas will be transported, and state whether such "on behalf of" ("OBO") party will either:
 - (i) have physical custody of, and transport the Gas at some point in the transaction; or
 - (ii) hold title to the Gas at some point either prior to, during, or after the time that the Gas is being transported by Transporter, for

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a purpose related to the OBO party's status and functions as an intrastate pipeline or local distribution company; or

- (iii) that the Gas is to be delivered to a customer of the OBO party that is either located in the service area of the OBO party, if the OBO party is a local distribution party, or is physically able to receive direct deliveries of Gas from the OBO party, if the OBO party is an intrastate pipeline. (The OBO party must also certify to Transporter that it is the on behalf of party for which the transportation is to be provided.)

Shipper must specify which of the above criteria the OBO party satisfies prior to commencement of service.

(h) Certified Statement

- (1) A certified statement that the Shipper has, or will have, by the time of execution of an Agreement with Transporter, title to, or the legal right to cause to be delivered to Transporter, for Transportation, the Gas which is to be Transported and owns facilities or contractual rights which will cause such Gas to be delivered to and received from Transporter.
- (2) If transportation is to be provided pursuant to Section 311 of the NGPA and Section 284.102 of the Commission's regulations, prior to the initial flow of Gas to any Point of Delivery, the Shipper must also certify that the transportation of Gas will be on behalf of either an "intrastate pipeline" or a "local distribution company", (as defined by the NGPA, and that the OBO party will either:
- (i) have physical custody of, and transport the Gas at some point in the transaction; or

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- (ii) hold title to the Gas at some point either prior to, during, or after the time that the Gas is being transported by Transporter, for a purpose related to the OBO party's status and functions as an intrastate pipeline or local distribution company; or
 - (iii) that the Gas is to be delivered to a customer of the OBO party that is either located in the service area of the OBO party, if the OBO party is a local distribution party, or is physically able to receive direct deliveries of Gas from the OBO party, if the OBO party is an intrastate pipeline. (The OBO party must also certify to Transporter that it is the on behalf of party for which the transportation is to be provided.)
- (3) The transportation service described in (iii), above will not commence until Transporter has received a written certification from the qualifying OBO party.
- (i) Term of Service
 - (1) Date service is requested to commence.
 - (2) Date service is requested to terminate.
- (j) Affiliation
 - (1) Description of Shipper's specific affiliation with Transporter, if any.
 - (2) Description of Shipper's Gas supplier's specific affiliation with Transporter, if any.
 - (3) Description of Requestor's specific affiliation with Transporter, if any.
- (k) Source/Use of Gas
 - (1) The producing area by state and county/parish which is the source of the Gas requested to be transported.

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- (2) The state where the ultimate end user of the Gas will use such Gas.
- (3) A statement of whether any of the Gas being transported will result in take-or-pay relief for Transporter and, if so, how much.
- (l) Price

A statement of whether and by how much the cost of Gas to the involved marketing affiliate(s) of Transporter exceeds the price received for the sale of the gas by such marketing affiliate(s) after deducting associated costs, including those incurred for transportation.
- (m) Credit Evaluation
 - (1) Shipper's Bank References.
 - (2) Shipper should submit year end audited financial statements of Shipper together with the latest quarterly report.
 - (3) Shipper's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Shipper.
 - (4) In the event proceedings have been commenced by or against such Shipper for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Shipper, or of a substantial part of its property, or for the winding up or liquidation of its affairs, shall have been entered, or any substantial part of the property of such Shipper shall be sequestered or attached and shall not be returned to the possession of such Shipper or released from such attachment within thirty (30) Days thereafter; or in the event

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such Shipper shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Shipper shall be required to fully disclose any and all actions regarding the above described proceedings against Shipper or related parties defined in (3) above, in its request for service.

2.3 Subsequent Information

- (a) If any of the events or actions described in Section 2.2(m)(4) above, shall be initiated or imposed during the term of service hereunder, Shipper shall provide notification thereof to Transporter within two (2) working Days of any such initiated or imposed event or action. Shipper shall also provide, forthwith, such additional Shipper credit information as may be reasonably required by Transporter, at any time during the term of service hereunder, to determine Shipper's creditworthiness.
- (b) For Shippers requesting firm transportation service under Rate Schedule FTS-1, on the Outer Continental Shelf ("OCS"), as hereinafter defined, after the open season required by Order No. 509, Transporter shall, within ten (10) days of receipt of such a valid Request for Transportation, provide Shipper with a list of all FTS-1 or Original Volume No. 2 firm shippers to whom capacity related to such Request for Transportation is committed, provided that Transporter does not have uncommitted OCS firm capacity to satisfy such Request for Transportation. If the Shipper requesting transportation on the OCS finds an existing firm OCS Shipper who is willing to voluntarily relinquish all or a portion of its existing firm OCS capacity and such existing Shipper so advises Transporter in writing, Transporter will reallocate such capacity in accordance with Section 11.1(a) of the General Terms and Conditions. Transporter may tender to the requesting Shipper, for execution, a Rate Schedule FTS-1 Agreement for the relinquished firm OCS capacity, provided that the requesting Shipper agrees to a term no less than the term of the contract for the capacity to be relinquished and, further, provided that such FTS-1 transportation service is operationally feasible, taking into account the

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capacity available at the particular Point(s) of Receipt and of Delivery specified by both the Shipper requesting firm capacity and the Shipper(s) who agree to voluntarily relinquish firm capacity.

The term "OCS" shall mean the Outer Continental Shelf as defined in Section 2(a) of the OCSLA (43 U.S.C. 1331(a)) to the first point of interconnection, but not beyond, on the shoreward side of the OCS where Transporter delivers or receives Gas to or from either:

- (1) A natural gas conditioning or processing facility,
or
- (2) Another pipeline, or
- (3) A distributor or end user of natural gas.

- (c) For transportation authorized under Section 311 of the NGPA and Section 284.102 of the Commission's regulations, if there is any change in the OBO party on whose behalf the Gas is being transported, Shipper shall notify Transporter of such change in the OBO party within two (2) days of the change.

- 2.4 Request Validity. Shipper's Request for Transportation Service shall be considered null and void if Transporter has tendered an Agreement for execution to Shipper and Shipper fails to execute the Agreement within thirty (30) Days thereafter. In determining whether it is feasible to tender an Agreement, in light of available capacity, relative to service under Rate Schedules FTS-1 or FTS-2, after provision for existing requirements on its system, operating constraints and pending requests for service, Transporter will not tender an agreement which relates to requests for service for which it does not have sufficient available capacity, relative to service under Rate Schedule FTS-1 or FTS-2, or service which Shipper does not desire to or cannot begin within thirty (30) days after the date the request is made pursuant to Section 2.1 of the General Terms and Conditions of this First Revised Volume No. 1-A Tariff, or such other period as the parties may agree to in writing.

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- 2.5 Shipper's Performance. If a Shipper that has executed an Agreement for interruptible Transportation service fails, on the later of the date service is to commence or fifteen (15) days after the Shipper executes the Agreement or the completion of construction of any necessary facilities or the issuance of any necessary governmental authorization, to nominate, pursuant to Section 4.1 of these General Terms and Conditions, a quantity of Gas for Transportation, or fails, having nominated a quantity of Gas and Transporter having scheduled the quantity for transportation, pursuant to Section 4.3 of these General Terms and Conditions, to tender such Gas for transportation on the date it is scheduled, the Transporter may terminate Shipper's Agreement and the Shipper's request for service shall be deemed null and void; provided, however, that the Shipper's Agreement shall not be terminated nor shall the Shipper's request for service be deemed null and void if the Shipper's failure to nominate or tender is caused by an event of force majeure as defined in Section 10 of these General Terms and Conditions.
- 2.6 Complaints: In the event that a Shipper or potential Shipper has a complaint relative to service under this First Revised Volume No. 1-A, the Shipper shall:
- (a) Provide a description of the complaint, verbally or in writing, including the identification of the transportation request (if applicable), communicated to:
- ANR Pipeline Company
ATTN: Manager, T&E Contract Administration and Reporting
500 Renaissance Center
Detroit, Michigan 48243 (313) 496-2111
- (b) Within forty-eight (48) hours, or two business days, whichever is later from the day of receipt of a complaint, Transporter will respond initially to the complaint and Transporter shall respond in writing within thirty (30) days advising Shipper or potential Shipper of the disposition of the complaint.
- 2.7 Information: Any person may request information on the pricing or other terms of transportation service and/or capacity availability by contacting Transporter at the following:

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ANR Pipeline Company
ATTN: Assistant Vice President, Transportation and Exchange
500 Renaissance Center
Detroit, Michigan 48243 (313) 496-2148

In addition, information regarding marketing affiliate's transportation requests and transportation service is available on Transporter's electronic bulletin board at (313) 567-1550. To access this data a person needs a computer, a modem and a communications package capable of standard VT 100 or VT 102 terminal emulation such as Procomm Plus. Further, the person must obtain a User ID and Password by calling an ANR Xpedite Representative at (313) 496-5000.

2.8 Relationship with Marketing Affiliates:

- (a) No officers of the Transporter serve as officers of the marketing affiliates of Transporter. No employees are common to Transporter and any of its marketing affiliates. Transporter and its marketing affiliates have certain common directors who serve on the Boards of Directors of Transporter and its marketing affiliates.
- (b) Operating personnel of Transporter and operating personnel of Transporter's marketing affiliates do not share any facilities except telephone and computer hardware equipment.

3. TRANSPORTATION SERVICE

3.1 Operating Tolerances. It is recognized that the parties will be unable to control exactly the quantities of Gas delivered and accepted hereunder on any Day, and that the actual quantities received by Transporter may vary above or below the actual quantities delivered on any Day. Such variations shall be considered imbalances, shall be kept to the minimum permitted by operating conditions and shall be balanced as soon as practicable, but shall not exceed a daily variation of the greater of fifteen percent (15%) of the nominated deliveries, or fifty (50) dekatherms, except that Transporter may allow a greater variation on a non-discriminatory basis.

- (a) Transporter shall have the right to adjust the nominations for receipts or deliveries, upon giving as much notice as is

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reasonably practicable under the circumstances, if the difference in any Day between receipts and deliveries is at least fifteen (15)% of the nomination, or if Transporter determines such actions are necessary to protect the integrity of its system. Transporter will advise Shippers by electronic means, within twenty-four (24) hours, of any action taken pursuant to this provision.

- (b) Transporter also reserves the right to adjust the nominations for receipts or deliveries of Gas, effective no earlier than the fourth Day of any Service Month after at least twenty-four (24) hours notice by electronic means, if any of the following occurs:
 - (1) the difference between monthly cumulative receipts and monthly cumulative deliveries is at least five (5)% of the cumulative monthly delivery nominations and is at least 2,000 Dekatherms; or
 - (2) the quantities of Gas delivered on behalf of a Shipper to a Headstation are reduced by the Pooler delivering the Gas to such Shipper; or
 - (3) in any case where Shipper is a Pooler and any downstream service receiving Gas from such Pooler reduces its takes from such Pooler.
- (c) Transporter also reserves the right to adjust nominations for receipts or deliveries of Gas, effective immediately, if any of the following occurs:
 - (1) the quantities of Gas received by Transporter on behalf of a Shipper at any Point(s) of Receipt that is an interconnection with an upstream pipeline are reduced by such upstream pipeline; or
 - (2) the quantities of Gas delivered by Transporter on behalf of a Shipper at any Point(s) of Delivery that is an interconnection with a downstream pipeline are reduced by such downstream pipeline.
- (d) If Transporter lowers a delivery nomination under subparagraphs (a), (b)(1), (b)(2) or (c)(1), for a service pursuant to Rate Schedule ITS, Transporter will reserve the transportation capacity for an additional forty-eight (48) hours after the effective time of the nomination change such that Shipper may retain its capacity on

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Transporter's system if it can arrange for alternative supplies; provided, however, if Transporter lowers the Shipper's delivery nomination as a result of an event of force majeure outside the control of Shipper, Transporter shall provide Shipper with forty-eight (48) hours after the time Shipper is no longer affected by the event of force majeure such that Shipper may regain its capacity on Transporter's system for the remainder of that Service Month. However, such capacity will not be reserved if the Shipper's Point of Receipt is at an interconnection with an upstream pipeline that does not have a corresponding provision in its Tariff for maintaining capacity for at least seventy-two (72) hours.

- (e) If, after notification of a nomination change to its receipts or deliveries pursuant to this section, or after notification by Transporter of a change in receipts tendered to conform to nominations, a Shipper does not effectuate such change, then at the end of the Service Month Transporter shall charge Shipper the maximum Cash Out imbalance rate if deliveries are in excess of Transporter's reduced delivery nomination or the Transporter will pay the minimum Cash Out rate if receipts are in excess of the reduced receipt nomination. Any required payments pursuant to this paragraph for an Agreement shall be netted against any monthly imbalance Cashout payment that is payable for such Agreement pursuant to Section 4.7 of these General Terms and Conditions.

Consistent with the allocation procedures set forth in Section 14 of these General Terms and Conditions, and notwithstanding anything contained in this Section 3.1 express or implied to the contrary, under no circumstances shall Transporter be obligated to deliver to any Shipper, on any Day, a quantity of Gas under any Agreement greater than Transporter receives at Point(s) of Receipt on behalf of such Shipper for such Agreement.

- 3.2 Treatment of Gas. Transporter may subject or permit the subjection of said Gas to compression, cooling, cleaning, or other processes to such extent as may be required for its transmission from the Point(s) of Receipt to the Point(s) of Delivery.

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If any person with the right to extract Associated Liquefiabiles has such Gas transported from a Point of Receipt to a Point of Delivery at a processing plant, such transportation shall be performed pursuant to an Agreement under Rate Schedule ITS ("Liquefiabiles ITS Agreement"), with a priority of service equal to that of the Agreement(s) under which the associated Gas stream(s) are transported, provided that such person shall have first identified to Transporter the Agreement(s) under which the associated Gas stream(s) are transported. Provided that a Liquefiabiles ITS Agreement is in place, nothing in ANR's FERC Gas Tariff is intended to deny or interfere with a producer's or Shipper's right to extract Associated Liquefiabiles. ANR shall not prevent any such person from entering into a Liquefiabiles ITS Agreement, nor seek to retain title to such Associated Liquefiabiles. Nominations for transportation under such Liquefiabiles ITS Agreements shall be deemed to be equal to a percentage of the nominations for the associated Gas stream(s) that comprise Associated Liquefiabiles, as advised by Shipper to Transporter from time to time. If such person causes Associated Liquefiabiles to be removed from a Gas stream at a processing plant without a valid Liquefiabiles ITS Agreement, any such extraction shall be treated as unauthorized deliveries and such person shall be liable to Transporter for (a) 150% of the Cashout Price that would have been determined if there had been such Liquefiabiles ITS Agreement in effect, times the quantity of Dekatherms extracted, and (b) a transportation charge equal to the applicable Maximum Supply Area rate under Rate Schedule ITS, times the quantity of Dekatherms extracted. Notwithstanding the foregoing, the provisions of this section shall not supersede any agreements which relate to the extraction, transportation, or the recovery of Associated Liquefiabiles that were in effect as of April 1, 1992.

Unless Shipper's Gas is so processed, Transporter may, but shall not be required to, process for Transporter's own account any commingled Gas stream containing such Gas, provided equivalent quantities are redelivered for the account of Shipper.

3.3 Transportation of Associated Liquids. Transportation of Liquid hydrocarbons by Transporter shall be limited to Gas produced in offshore areas. Nothing contained herein shall be construed so as to prevent the use of conventional separation equipment, including low temperature wellhead separation units, prior to the delivery of Gas to Transporter hereunder.

3.4 Limitation of Service. A Shipper which fails to comply with any and all of the terms of the Agreement, including the applicable Rate Schedules and these General Terms and Conditions, shall be deemed to have consented to termination of such Agreement and abandonment of service.

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4. NOMINATIONS AND SCHEDULING

- 4.1 Nominations. The Shipper shall at least five (5) business Days prior to the first Day of each Service Month furnish in writing to Transporter's Gas Control Department utilizing the applicable nomination form shown on Sheet No. 126 for transportation under Rate Schedules CDS, FTS-1, FTS-2 and ITS and Sheet No. 127 for transportation under Section 15 (Pooling), which may be changed from time to time and reissued by Transporter, a nomination showing the daily quantities of Gas it desires Transporter to transport during such Service Month for each Point of Receipt and for each Point of Delivery. Shipper may nominate zero (0) for a daily quantity. In addition, if Shipper is a Pooler, Shipper shall be required to include in its nomination form the quantity it intends to deliver to each Shipper at the Headstation, identifying each Shipper by name, by contract number, and the order of priority in the event that Transporter is required to make adjustments pursuant to Section 3.1, above.

Shipper shall also inform Transporter in advance of each Service Month of the desired order of priority of receipts and deliveries under each Agreement and Transporter may rely thereon (or in the absence of such information, upon Transporter's judgment) if Transporter takes action to change receipts and/or deliveries according to Section 3.1 above.

If a complete nomination is not received from a Shipper within the above time limits, then if a complete nomination is later received, Transporter shall take it into consideration as if it were a change of nomination pursuant to Section 4.2, below, and Transporter shall not be obligated to take such nomination into consideration before the third business day of the Service Month to which such nomination relates or the first business day after the day on which such nomination is received, whichever is later. Transporter may complete a nomination for Shipper if it already possesses the necessary data.

Shipper may use an agent, which may be Transporter, to provide all or a portion of its nomination data, provided that Transporter is so advised in advance in writing. A Shipper that uses an agent for such nomination purposes shall hold Transporter harmless for all actions or inactions of its agent.

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- 4.2 Changes from Nominations. Shipper shall give Transporter's Gas Control Department at least twenty-four (24) hours notice prior to any proposed change of a daily quantity from that set forth in the nomination provided for in Section 4.1 hereof, and immediately confirm the same in writing. Transporter may waive such notice upon request if, in its judgment, operating conditions permit such waiver.

No Shipper under Rate Schedule ITS may, irrespective of its Maximum Daily Quantity, increase its nomination for a Service Month during such Service Month, if such increase in nomination would require Transporter to reduce the quantities of Gas which would be transported for such Service Month for other Shippers; provided, however, if Shipper or Transporter had reduced Shipper's nomination as a result of an event of force majeure outside the control of Shipper, notwithstanding the foregoing Shipper shall have the right to increase its nomination after the time Shipper is no longer affected by the event of force majeure up to the level of nomination prior to the occurrence of the event of force majeure.

Variations by Shipper of actual deliveries to Transporter from the nominated deliveries at the Point(s) of Receipt shall be kept to the minimum permitted by operating conditions, and shall be balanced as soon as practicable.

On the 10th and the 20th of each Service Month, upon receipt of twenty-four (24) hours prior written notice, Transporter shall allow Shipper to alter the order of priority of receipts and deliveries, and shall allow a Pooler to redesignate the priority of the Agreements into which such Pooler is selling Gas, upon which Transporter shall rely in taking actions to adjust receipts and/or deliveries under Section 3.1 above. If Shipper adds a new nomination at a Point of Receipt or Point of Delivery under its Agreement during the Service Month, or if a Pooler designates the addition of a new downstream Shipper during the Service Month, provided that any of such additions is not effective on either the 10th or the 20th of that Service Month, Transporter shall place such addition as the last in priority to be affected by any changes under Section 3.1, unless the Shipper informs the Transporter that it desires such new addition to be

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the first in priority to be affected by any changes that Transporter makes under Section 3.1. Further, for any receipts or deliveries greater than 1,000 Dekatherms per Day, Shipper may reorder the priorities established in this section for any Day, upon providing Transporter with at least twenty-four (24) hours prior notice of any such requested change.

- 4.3 Scheduling of Transportation and Allocation of Capacity. For each Day, Transporter will schedule receipts and deliveries of Gas, on the basis of Transportation nominations made by Shippers, which Transporter is hereby authorized to rely upon in its scheduling; the capacity determined by Transporter to be needed in light of requests for sales service and transportation capacity available on Transporter's system and portions thereof in light of such nominations and requests; proposed Points of Receipt and Points of Delivery, and overall operating conditions from time to time.

In Transporter's Southeast Area Facilities and Southwest Area Facilities, for the purposes of scheduling nominated quantities, pursuant to the preceding paragraph, relative to firm Transportation obligations under Rate Schedules FTS-1, FTS-2, and CDS, Transporter shall allocate capacity, if required, on a pro rata basis according to Maximum Daily Quantities, up to nominations made by customers relative to Seller's Original Volume No. 2 services and service under Rate Schedule FTS-1 operated under Shipper's use of the Point-to-Point Receipt Point Option, and then to other firm services, if required, on a pro rata basis according to Maximum Daily Quantities, up to nominations for such firm services.

On Transporter's Mainline Area Facilities, for purposes of scheduling nominated quantities, pursuant to the first paragraph of this Section 4.3, relative to firm Transportation obligations under Rate Schedules FTS-1, FTS-2, and CDS, Transporter shall allocate capacity, if required, on a pro rata basis according to Maximum Daily Quantities, up to nominations made by customers relative to Seller's Original Volume No. 2 services, and then to other firm services, if required, on a pro rata basis according to Maximum Daily Quantities, up to nominations for such firm services.

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If a firm Shipper has been notified that its requested capacity will be reduced commencing on the first (1st) Day of the Service Month under the immediately preceding sentence, such Shipper shall have the right to nominate alternate Point(s) of Receipt within Shipper's Agreement, up to its reduced capacity, and such nomination shall not be considered a late or incomplete nomination provided that such nomination is submitted to Transporter in writing twenty-four (24) hours prior to the beginning of the first Day of the Service Month. In attempting to schedule nominated quantities for interruptible services, after providing for firm sales and firm transportation service, Transporter shall utilize the priorities established in Section 11 of these General Terms and Conditions, on the basis that no interruptible Shipper shall have a claim of priority on any Day to quantities in excess of the lesser of (a) Shipper's Maximum Daily Quantity, or (b) Shipper's nomination for the first day of the Service Month.

If, on any Day, Transporter determines that the capacity of its system, or portion(s) thereof, is insufficient to serve all sales and transportation requirements scheduled for such Day, or to accept the quantities of Gas tendered, capacity which requires allocation shall be allocated so as to provide the service which is feasible, in the order prescribed for scheduling, above; provided, however, that to enable prompt action in an emergency situation where capacity is insufficient, Transporter may apply all needed reductions in transportation against service under Rate Schedule ITS to Shippers with nominations of over 2,000 Dekatherm per day under such Rate Schedule if all of the following conditions are met:

- (a) The emergency situation means that the physical integrity of Transporter's pipeline system is so threatened that Transporter is in imminent jeopardy of failing to meet all of its firm service obligations; and
- (b) Transporter in good faith does not have sufficient time available to utilize the applicable service interruption priorities that are otherwise set forth in its FERC Gas Tariff; and
- (c) Transporter utilizes such applicable service interruption priorities set forth in its FERC Gas Tariff as soon as is reasonably practicable, but no later than seventy-two (72)

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hours following implementations of this emergency situation procedure; and

- (d) Transporter does not impose any Cashout price in excess of one hundred percent (100%) of the Index Price with respect to any quantities out of balance that are attributable to implementation of this emergency situation procedure; and
- (e) Transporter shall advise Shippers of the existence of any such emergency situation by electronic means as soon as is reasonably practicable.

- 4.4 Delivery of Gas. Transporter, subject to the other provisions hereof, shall make daily delivery, to the extent practicable, of Equivalent Quantities of Gas at the Point(s) of Delivery.
- 4.5 Hourly Variation. Receipts and deliveries shall be made at uniform hourly rates to the extent practicable. Transporter shall not be required to deliver to Shipper at any Point of Delivery in any one hour a quantity of Gas in excess of one-sixteenth of the nomination at such Point of Delivery during a twenty-four hour period, when to do so would adversely affect deliveries to Transporter's other customers.
- 4.6 Limitation on Obligation. Should the quantities of Gas received from Shipper(s) by Transporter at the Point(s) of Receipt exceed the nomination, Transporter shall notify Shipper of such fact, a reasonable time after such becomes known, and Shipper shall seek to reduce deliveries to Transporter forthwith. Transporter may attempt to transport the gas received, as provided in the applicable Rate Schedule. In the event any such excess delivery would jeopardize the safety of Transporter's operations and/or its ability to meet its contract commitments to others, such decisions being within the reasonable judgment and discretion of Transporter, Transporter shall have the right to refuse to accept, without any liability to Shipper or any other person, all or such part of said excess delivery as Transporter deems necessary, and shall notify Shipper accordingly, as soon as feasible. To the extent Transporter is required to accept such Gas due to operational conditions on its system, Transporter shall be entitled in lieu of any other penalty to retain such Gas for its own account and to utilize such Gas for any lawful purpose, without payment therefor.

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- 4.7 Cashout of monthly Imbalances. For the purposes of this Section 4.7, "receipts" shall mean quantities of Gas allocated pursuant to Section 14 of these General Terms and Conditions, net of Transporter's Use, and "deliveries" shall mean quantities of Gas allocated pursuant to Section 14 of these General Terms and Conditions plus quantities held in storage pursuant to Section 14.6. At the end of each Service Month, Transporter and Shipper shall "Cashout" any imbalance between total monthly receipts and total monthly deliveries under each Transportation Contract, subject to Transporter's Billing and Payment provisions contained in Section 9 of the General Terms and Conditions of this First Revised Volume No. 1-A FERC Gas Tariff. If receipts are greater than deliveries, the difference shall be "Excess Quantities". If deliveries are greater than receipts, the difference shall be "Deficient Quantities". Such Excess Quantities and/or Deficient Quantities, as the case may be, shall be divided by the total monthly Point of Delivery nominations, using such information as was available to Shipper on the last day of the Service Month on Transporter's electronic information system, in order to determine the applicable percentage of "Excess Quantities" or "Deficient Quantities". The indicated percentage(s) of the Cashout Price (as defined below) will be paid for the quantities that fall within each respective bracket of the total imbalance (a) by Transporter to Shipper (as full consideration, inclusive of taxes and any other amounts) where total receipts (net of Transporter's Use) are greater than total deliveries or (b) by Shipper to Transporter where total deliveries are greater than total receipts (net of Transporter's Use), based on the scale set forth below:

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% of Excess Quantities	Transporter Pays Shipper the Following Percentage of the Cashout Price for the Percentage of Excess Quantities
-----	-----
> 0% Up to 5% of Total	100%
> 5% Up to 10% of Total	85%
> 10% Up to 15% of Total	70%
> 15% Up to 20% of Total	60%
> 20% of Total	50%

% of Deficient Quantities	Shipper pays Transporter the Following Percentage of the Cashout Price for the Percentage of Deficient Quantities
-----	-----
> 0% Up to 5% of Total	100%
> 5% Up to 10% of Total	115%
> 10% Up to 15% of Total	130%
> 15% Up to 20% of Total	140%
> 20% of Total	150%

The Cashout Price will be calculated for each Agreement using a weighted average of the Louisiana Index Price, the Oklahoma Index Price, the Canadian Index Price and the Spot Price Index as defined in Section 2 of the General Terms and Conditions of Transporter's First Revised Volume No. 1 Tariff.

The Cashout Price for each Agreement will equal the product of the Southeast Receipt Percentage times the Louisiana Index Price plus the product of Southwest Receipt Percentage times the Oklahoma Index Price plus the product of Canadian Receipt Percentage times the Canadian Index Price plus the product of Mainline Receipt Percentage times the Spot Price Index where:

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The Southeast Receipt Percentage will equal the quantity of monthly receipts under such Agreement that entered Transporter's System through Points of Receipt in the Southeast Area Facilities divided by the total monthly receipts;

The Southwest Receipt Percentage will equal the quantity of monthly receipts under such Agreement that entered Transporter's System through Points of Receipt in the Southwest Area Facilities divided by the total monthly receipts;

The Canadian Receipt Percentage will equal the quantity of monthly receipts under such Agreement that entered Transporter's System through the Marshfield, Wisconsin and Crystal Falls, Michigan Points of Receipt divided by the total monthly receipts; and

The Mainline Receipt Percentage will equal the total quantity of monthly receipts that are not included in the calculation of the Southeast Receipt Percentage, the Southwest Receipt Percentage or the Canadian Receipt Percentage divided by the total monthly receipts.

A Cashout of imbalances at prices above or below 100% of the Cashout Price shall only occur if it has been determined that such imbalances are not due to Transporter's actions. Additionally, a Cashout of imbalances due to Excess Quantities or Deficient Quantities shall be limited to one hundred percent (100%) of the Cashout Price during circumstances of force majeure that directly affect the Transporter's facilities over which Gas is transported under the applicable Agreement. Transporter shall be required to provide accumulated imbalance data to Shipper requesting such data by electronic or other available means of communication within forty-eight (48) hours of such request during the Service Month.

- 4.8 Associated Liquefiabiles Imbalance. Deliveries of Associated Liquefiabiles shall be assumed to be equal to nominations and will be adjusted to reflect the plant operator's report when such report is received. Revised imbalances caused by such adjustment(s) shall be paid using 100% of the Cashout Price for the Month such Associated Liquefiabiles were delivered.

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- 4.9 Cashout of Imbalances at Contract Expiration. At the time of expiration of a contract, all imbalances shall be paid for according to the provisions of Section 4.7 above. However, the Cashout Price for the total imbalance shall be based upon the Cashout Price that would be calculated for the last Month in which there were receipts.
- 4.10 Upstream Transportation. In the event that Transporter acts as agent on behalf of any Shipper in obtaining transportation service on any upstream pipeline, the cashout provisions (if any) of any such upstream pipeline shall be applicable to such upstream transportation, and not the provisions of this Section 4.
- 4.11 Termination of Rate Schedule ITS Service. In the event that a Shipper does not nominate and utilize service under a Rate Schedule ITS Agreement for a period of twelve (12) consecutive Months, such Agreement shall, upon thirty (30) days prior written or electronic notice, terminate, and the priority established for such Agreement pursuant to Section 11.2 of these General Terms and Conditions shall be relinquished, regardless of the original term established under such Agreement.
- 4.12 Interim Provisions.
- (a) Transporter shall implement the Cashout procedures for all services set forth in Section 4.7, above, upon thirty (30) days notice to Shippers. Until such time as Transporter shall have placed into effect such electronic measurement and data processing equipment as will enable Transporter to implement the Cashout procedures set forth in Section 4.7, above, Transporter shall utilize substantially the same overdelivery and underdelivery procedures that were previously set forth in First Revised Volume No. 1-A of its FERC Gas Tariff, as follows:
- (1) Cumulative Overdelivery Quantity. Each Month, the Cumulative Overdelivery Quantity shall be equal to the quantity of Gas by which Cumulative Receipts, adjusted for the portion thereof which is furnished for Transporter's Use, exceed Cumulative Deliveries by more than five percent (5%) of the total of Each

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Dekatherm Of Gas Which Is Delivered by Transporter to Shipper pursuant to an Agreement during such Service Month, exclusive of any portion of the difference which is caused by action of Transporter. On the fifteenth Day of each Month, or as soon thereafter as is feasible, Transporter shall furnish a statement of the Cumulative Overdelivery Quantity, if any, to each Shipper, or its designated agent. Upon receipt of such statement, any such Shipper shall forthwith advise Transporter's Gas Control Department of its election to eliminate such Cumulative Overdelivery Quantity either (i) by adjusting receipts or deliveries, as necessary with the agreement of Transporter, during the next forty-five (45) Days in order to eliminate the Cumulative Overdelivery Quantity, or (ii) by receiving from Transporter the one hundred percent (100%) Cashout Price for the Cumulative Overdelivery Quantity. If a Shipper elects option (i), above, and does not eliminate the Cumulative Overdelivery Quantity within the forty-five (45) Day make-up period, then the balance of the Cumulative Overdelivery Quantity shall be eliminated through payment by Transporter at seventy-five percent (75%) of the Cashout Price for the most recent Service Month for each remaining Dekatherm of the Cumulative Overdelivery Quantity.

- (2) Cumulative Underdelivery Quantity. Each Month, the Cumulative Underdelivery Quantity shall be equal to the quantity of Gas by which Cumulative Receipts, adjusted for the portion thereof which is furnished for Transporter's Use, are less than Cumulative Deliveries by more than five percent (5%) of Each Dekatherm Of Gas Which Is Delivered by Transporter to Shipper pursuant to an Agreement during such Service Month, exclusive of any portion of the difference which is caused by action of Transporter. On the fifteenth Day of each Month, or as soon thereafter as is feasible, Transporter shall furnish a statement of the Cumulative Underdelivery Quantity to each Shipper, or its designated agent. Any such Shipper shall forthwith advise Transporter's Gas Control Department of its election to eliminate such Cumulative Underdelivery Quantity either (i) by

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adjusting receipts or deliveries, as necessary with the agreement of Transporter, during the next forty-five (45) Days in order to eliminate the Cumulative Underdelivery Quantity, or (ii) by paying the one hundred percent (100%) Cashout Price for the Cumulative Underdelivery Quantity. If a Shipper elects option (i), above, and does not eliminate the Cumulative Underdelivery Quantity within the forty-five (45) Day make-up period, then the balance of the Cumulative Underdelivery Quantity shall be eliminated through payment by Shipper at one hundred and twenty-five percent (125%) of the Cashout Price for the most recent Service Month for each remaining Dekatherm of the Cumulative Underdelivery Quantity.

- (3) At such time as Transporter implements Section 4.7, all prior imbalances shall be eliminated, at Shipper's option, either (i) by Cashout of the prior imbalance at a Cashout Price equal to the arithmetic average of what the Cashout Price would have been each Month for the last twelve (12) Months if Section 4.7 had been in effect, or (ii) by make up in-kind within two (2) Months by adjusting receipts or deliveries, as necessary, with the agreement of Transporter. If Shipper elects option (ii), above, and does not eliminate all prior imbalances within the two (2) Month make-up period, then, as the case may be, Transporter shall pay seventy-five percent (75%) of the Cashout Price, or Shipper shall pay one hundred and twenty-five percent (125%) of the Cashout Price, for each Dekatherm of the remaining imbalance.
- (b) Until such time as Transporter shall have placed into effect such electronic measurement and data processing equipment as will enable Transporter to implement the contract termination Cashout procedures set forth in Section 4.9, above, a Shipper shall have the option at contract termination to eliminate any existing imbalance utilizing the procedures set forth in Section 4.12(a)(1) or Section 4.12(a)(2), above, as the case may be.

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5. PRESSURE AT POINT(S) OF RECEIPT AND DELIVERY

- 5.1 Pressure at Point(s) of Receipt. Unless otherwise agreed to by the parties as set forth in the Agreement, Shipper shall cause the Gas to be delivered at the Point(s) of Receipt at a pressure sufficient to allow the Gas to enter Transporter's existing pipeline system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the Gas delivered or caused to be delivered by Shipper shall not exceed the Maximum Allowable Operating Pressure ("MAOP") which Transporter specifies for the relevant Point(s) of Receipt involved. In the event the MAOP of Transporter's pipeline system, at the Point of Receipt hereunder, is from time to time increased or decreased, then the MAOP of the Gas delivered or caused to be delivered by Shipper to Transporter at the Point(s) of Receipt shall be correspondingly increased or decreased (upon notification by Transporter to Shipper).
- 5.2 Pressure at Point(s) of Delivery. Unless otherwise agreed to by the parties as set forth in the Agreement, Transporter shall redeliver the Gas to Shipper at the Point(s) of Delivery hereunder at Transporter's prevailing line pressure as such may vary from time to time.

6. RECEIPT POINT OPTIONS

Transporter shall offer two Point of Receipt options for Transportation Service as described in Sections 6.1(a) and 6.1(b), below. Shipper shall, when it executes a firm service Agreement, elect either the Catalog Option or the Point-to-Point Option described below and such election shall be specified in the Agreement.

6.1 (a) Catalog Option. Under this option:

- (1) Firm Transportation Agreements will not specify a Maximum Daily Quantity by Point(s) of Receipt.
- (2) There is no limit on the number of Point(s) of Receipt under an Agreement, provided that all Point(s) of Receipt utilize the same basic Transportation segments and routing.

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- (3) If downstream of a Point of Receipt, but upstream of Seller's mainline, there is a transportation capacity bottleneck, then such capacity for a Service Month will, if necessary, be allocated between firm and interruptible services based on Shipper's priority of service pursuant to Section 11 of these General Terms and Conditions and, if necessary, between Rate Schedule CDS, Rate Schedule SGS and Rate Schedule FTS-1 Shippers which use the Catalog Option, pro rata based on the ratio of each Shipper's daily nomination for that Service Month to the total daily nominations for that Service Month.
 - (4) If Transporter and Shipper agree to add or delete Point(s) of Receipt they may do so and such modification shall not affect Shipper's priority of service pursuant to Section 11 of these General Terms and Conditions, provided such new Point of Receipt utilizes the same basic Transportation segments and routing, and further provided that no existing firm service Shipper's ability to deliver Gas to Transporter at such Point of Receipt is adversely affected by the addition of such Point of Receipt. Neither Transporter nor Shipper shall be required to agree to any such proposed modification.
- (b) Point-to-Point Option (Available only to Rate Schedules FTS-1 and CDS Shippers).
 - (1) The Agreements will specify a Maximum Daily Quantity by Point(s) of Receipt. The sum of such Maximum Daily Quantities shall equal Shipper's Maximum Daily Quantity.
 - (2) The number of Point(s) of Receipt in an Agreement shall not exceed five.
 - (3) If Shipper's Agreement has an initial term of at least five years, then Shipper (a) may add or delete Point(s) of Receipt, provided the total number of Point(s) of Receipt shall not exceed five, and/or (b) may modify its Maximum Daily Quantity for a Point of Receipt if the sum of the Maximum Daily Quantity for all Point(s) of Receipt shall not

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exceed Shipper's Maximum Daily Quantity. Shipper may change its Point(s) of Receipt only once each calendar year, provided there is capacity available for such modification and provided such new Point of Receipt utilizes the same basic Transportation segments and routing. Neither Transporter nor Shipper shall be required to agree to any such proposed change.

- (4) Shipper's Maximum Daily Quantity shall not be subject to the pro rationing described in Section 6.1(a) (3) above.
- (5) In addition to the specific Point(s) of Receipt designated by the Shipper in its Agreement, Shipper shall also be entitled in any Month, upon giving Transporter at least twenty-four (24) hours prior notice, to designate a Headstation(s) as an alternate Point(s) of Receipt, provided that Shipper shall also identify the contract number of the Pooler from which it will receive Gas at such Headstation(s).

7. MEASUREMENT AND MEASUREMENT EQUIPMENT

- 7.1 (a) The volume of Gas delivered at the Point(s) of Receipt and at the Point(s) of Delivery shall be measured by:
 - (1) An orifice meter, designed, installed, maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No. 3), entitled "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 3"); or
 - (2) A turbine meter, designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7, entitled "Measurement of Fuel Gas by Turbine Meters", as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 7"); or

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- (3) A positive displacement meter, installed and operated in accordance with generally accepted industry practices.
 - (b) Auxiliary measuring equipment shall be installed, maintained and operated in accordance with generally accepted industry practices.
- 7.2 (a) The volume of Gas delivered hereunder at each Point of Receipt and Point of Delivery shall be calculated by means of an electronic flow computer located at, or by the processing of meter charts recorded at, each Point of Receipt or each Point of Delivery, in either case in the following manner:
- (1) When the measuring equipment is an orifice meter, the flow of Gas through the meter shall be computed in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.
 - (2) When the measuring equipment is a turbine meter, the volume of Gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 7, properly using all factors set forth therein.
 - (3) When the measuring equipment is a positive displacement meter, the volume of Gas delivered through the meter shall be computed by properly applying, to the volume delivered at flowing gas pressures and temperatures, correction factors for (i) absolute static pressure, (ii) flowing Gas temperature, and (iii) compressibility ratio.
- (b) The volume of Gas delivered hereunder shall be computed using the standards and factors determined as follows:
- (1) The unit of volume for the purpose of measurement shall be one thousand cubic feet of Gas at a temperature of sixty (60) degrees Fahrenheit and a pressure of 14.73 pounds per square inch absolute. For the purpose of pricing hereunder, the dekatherm equivalent of such unit of volume shall be determined by multiplying each such unit of volume by the total heating value per cubic foot of the Gas delivered hereunder (adjusted to a common

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temperature and pressure base) and by dividing the result by one thousand (1000).

- (2) The average absolute atmospheric (barometric) pressure at each Point of Receipt and each Point of Delivery shall be assumed to be equal to the value, in pounds per square inch, shown in the table below corresponding to the location of the
- Point of Receipt or Point of Delivery, irrespective of the actual location or elevation above sea level of the Point of Receipt or Point of Delivery or of variations in actual atmospheric pressure from time to time:
- | | |
|---|------|
| Michigan; Wisconsin; Indiana;
Kentucky; Tennessee; Illinois;
Iowa; Missouri; Ohio | 14.4 |
| Onshore Louisiana; Offshore Louisiana;
Offshore Texas | 14.7 |
| Oklahoma; Kansas; Texas Panhandle | 13.5 |
| Wyoming | 12.1 |
- (3) The flowing temperature of the Gas shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.
- (4) The supercompressibility factor used in computing the volume of Gas delivered through an orifice meter shall be determined in a manner consistent with the method presented in the American Gas Association "Manual for the Determination of Supercompressibility Factors for Natural Gas (NX-19 Report)".
- (5) The specific gravity of the Gas used in computing the volume of Gas delivered through a meter shall be determined by one of the following methods:

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- (i) At intervals of not more than six (6) Months, by means of an instrument of standard manufacture accepted in the industry for this purpose using a sample of Gas from the Gas stream at the Point of Receipt or Point of Delivery.
 - (ii) By means of an instrument of standard manufacture accepted in the industry for this purpose installed at a point to measure the specific gravity of the Gas stream from which Gas is being delivered at the Point of Receipt or Point of Delivery.
 - (6) The compressibility ratio factor "s" used in computing the volume of Gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation $s = (Fpv)^2$, in which "Fpv" is the supercompressibility factor determined as described in subparagraph (4) of this subsection (b).
 - (7) In determining the flowing temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of Gas delivered through a meter, the flowing gas temperature for only the period(s) of time that Gas was flowing through the meter shall be used.
- 7.3 All flow, measuring, testing and related equipment shall be of standard manufacture and type approved by Transporter. If applicable, Transporter or Shipper may install check measuring equipment and telemetering equipment, provided that such equipment shall be so installed as not to interfere with the operations of the operator. Transporter, or Shipper, in the presence of the other party, shall have access to measuring equipment at all reasonable times, but the reading, calibrating, and adjusting thereof and the changing of charts, if any, shall be done by the operator of the facilities. Transporter or Shipper shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by the operator of the measuring equipment. The records from such measuring equipment shall remain the property of the operator, but upon request, the other party may request records, including charts, if any, together with calculations therefrom for inspection, subject to

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return within thirty (30) Days after receipt thereof. Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment so as to avoid any inaccuracy in the determination of the volume of Gas received and delivered.

The accuracy of all measuring equipment shall be verified by operator at reasonable intervals, and if requested, in the presence of representatives of the other party, but neither Transporter nor Shipper shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. If the operator agrees to verification and test of measuring equipment and fails to perform such verification and testing, then the other party shall have the right to cease or temporarily discontinue service under this Agreement relative to such measuring equipment. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment. Transportation and related expenses involved in the testing of meters shall be borne by the party incurring such expenses, provided, however, that Shipper shall not be responsible for such Transportation and related expenses if the special testing reveals that the meter(s) is (are) not operating within the required tolerance level of two percent (2%).

The operator, for purposes of this section, shall be the owner of the equipment referenced herein, or the agent of such owner, or such other person as the parties may agree in writing.

If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than two percent (2%), then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of test to record correctly. If, however, the resultant aggregate error in computing receipts or deliveries exceeds two percent (2%), at a recording corresponding to the average hourly rate, of Gas flow rate for the period since the last preceding test, the previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test.

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7.4 In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings of receipts or deliveries through such equipment shall be determined as follows; provided, however, that the correction period shall not exceed one (1) year:

- (a) by using the registration of any check meter or meters if installed and accurately registering, or in the absence of (a);
- (b) by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then;
- (c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.

7.5 If at any time during the term hereof, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted upon mutual agreement thereto by both parties.

7.6 The parties agree to preserve for a period of at least three (3) years or such longer period as may be required by public authority, all test data, charts, if any, and other similar records.

8. QUALITY

8.1 Heat Content. Heat content shall mean the gross heating value per cubic foot of Gas delivered at each Point of Receipt and Point of Delivery. The Gas at each Point of Receipt shall have a heat content not greater than 1170 BTU's per cubic foot nor less than 967 BTU's per cubic foot provided that if deliveries are made using Transporter's Janesville, Wisconsin lateral then such 967 shall be changed to 946 BTU's per cubic foot when determined on a dry basis. Transporter shall have the right to waive such BTU content limits if, in Transporter's sole opinion, Transporter is able to accept Gas with a BTU content outside such limits without affecting Transporter's operations. The total heating value per cubic foot of Gas shall be determined at each Point of Receipt and each Point of Delivery by one of the following methods:

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- (a) by means of an instrument of standard manufacture installed to measure the heating value of the Gas being delivered at the Point of Receipt or the Point of Delivery;
- (b) at intervals of not more than six (6) Months by means of an instrument of standard manufacture and a sample of Gas from the Gas stream from which Gas is being delivered at the Point of Receipt or the Point of Delivery; or
- (c) other methods mutually agreed upon by both parties.

For the purpose of calculating receipts and deliveries, the heat content of the Gas so determined at each such point shall be deemed to remain constant at such point until the next determination. The unit of quantity for the purpose of determining total heating value shall be one (1) cubic foot of anhydrous Gas at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure of 14.73 psia.

8.2 Freedom from Objectionable Matter. The Gas received and delivered hereunder:

- (a) shall be commercially free from dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment of Transporter;
- (b) shall not contain more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet of Gas in the Southeast Area Facilities and Southwest Area Facilities, or more than one-quarter (.25) grain of hydrogen sulphide per 100 cubic feet of Gas in the Mainline Area Facilities, as determined by methods prescribed in Standards of Gas Service, Circular of the National Bureau of Standards, No. 405, page 134 (1934 edition), and shall be considered free from hydrogen sulfide if a strip of white filter paper, moistened with a solution containing five percent (5%) by weight of lead acetate, is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been exposed to the Gas for one and one-half (1-1/2) minutes in an apparatus of approved form, through which the Gas is flowing at the rate of approximately five (5) cubic feet per hour, the Gas from

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the jet not impinging directly upon the test paper; or the H₂S content may be determined by an instrument of approved type and by approved methods agreeable to the parties;

- (c) shall not contain more than twenty (20) grains of total sulfur (including the sulfur in any hydrogen sulfide and mercaptans) per one hundred (100) cubic feet of Gas;
- (d) shall not at any time have an oxygen content in excess of one percent (1%) by volume and the parties hereto shall make every reasonable effort to keep the Gas free of oxygen;
- (e) shall not contain as nearly as practicable any free water nor contain more than seven (7) pounds of water vapor per million cubic feet of Gas;
- (f) shall not contain more than two percent (2%) by volume of carbon dioxide;
- (g) shall be delivered at a temperature not in excess of one hundred twenty (120) degrees Fahrenheit or less than forty (40) degrees Fahrenheit; and
- (h) shall not contain more than three percent (3%) by volume of nitrogen.

8.3 Failure to Meet Specifications. Should any Gas tendered for delivery hereunder fail at any time to conform to any of the specifications of this Section 8, the affected Party shall notify the other party of any such failure and the affected party may at its option suspend all or a portion of the receipt of any such Gas, and shall be relieved of obligations hereunder for the duration of such time as the Gas does not meet such specifications. This provision shall be applied without discrimination between sales and transportation Gas received at each Point of Receipt; provided, however, that nothing in this Section 8 shall prevent Transporter from waiving any quality specifications where the acceptance of such Gas will not in the reasonable judgment of Transporter adversely impair its operation.

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8.4 Commingling. It is recognized that Gas delivered by Shipper will be commingled with other Gas transported hereunder by Transporter. Accordingly, the Gas of Shipper shall be subject to such changes in heat content as may result from such commingling and Transporter shall, notwithstanding any other provision herein, be under no obligation to redeliver for Shipper's account, Gas of a heat content identical to that caused to be delivered by Shipper to Transporter.

9. BILLING AND PAYMENT

9.1 Billing. On or before the tenth (10th) Day of each Month, Transporter shall render to Shipper a statement of the amount due for the preceding Month under the applicable Rate Schedule(s). Any charges pursuant to the Cashout provisions of Section 4.7 (or Section 4.12, if applicable) of these General Terms and Conditions shall be added to, or subtracted from, as the case may be, Transporter's statement. In computing the amounts due, Transporter may utilize estimates of the quantity of Gas received from or delivered to Shipper during a Month, in place of actual quantities when actual quantities are not reasonably available; provided that adjustments shall be made in later statements for differences between such estimated and actual quantities.

When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to Transporter on or before the third (3rd) Day of the Month.

Both Transporter and Shipper have the right to examine at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

9.2 Payment. Shipper shall pay Transporter the amount due for the preceding Month on or before the twenty-fifth (25th) Day of the Month. Payments by Shipper to Transporter shall be made in the form of Wire Transfer directed to a bank account designated by Transporter's Controller for amounts equal to or greater than \$50,000 such that funds are available on the date payment is due. Payments of amounts less than \$50,000 by Shipper to Transporter shall be made at Shipper's election by either Wire Transfer directed to a bank account designated by Transporter's Controller, or by check at Transporter's general office or at such other address as Seller shall designate such that funds are available on the date payment is due.

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If rendering of a bill by Transporter is delayed after the tenth (10th) Day of the Month, then the time of payment shall be extended accordingly unless Shipper is responsible for such delay.

Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, interest on the unpaid portion of the bill shall accrue at the current rate as set forth in Section 154.67(c) of the Commission's Rules and Regulations, from the due date until the date of payment. If such failure to pay continues for thirty (30) days after payment is due, Transporter, in addition to any other remedy it may have hereunder, may upon receipt of the appropriate regulatory approval, if any, suspend further delivery of Gas until such amount is paid; provided, however, that if Shipper in good faith shall dispute the amount of any such bill or part thereof and shall pay to Transporter such amounts, if any, as it concedes to be correct and, at any time thereafter within thirty (30) days of a demand made by Transporter, shall furnish a good and sufficient surety bond in an amount and with surety satisfactory to Transporter or other assurance acceptable to Transporter, guaranteeing payment to Transporter of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to suspend further delivery of such Gas unless and until default be made in the conditions of such bond.

- 9.3 Adjustment of Billing Errors. Subject to the provisions of Sections 7.3, 7.4 and 14.7 of these General Terms and Conditions, if it shall be found that at any time or times a person has been charged a scheduling or overrun penalty and Shipper shall have actually paid the bills containing such penalty, then within thirty (30) Days after the final determination thereof, either Transporter shall refund the amount of any such overcharge or Shipper shall pay the amount of any such undercharge. In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within thirty (30) Days of the determination thereof, provided that claim therefor shall have been made within thirty (30) Days from the date of discovery of such error, but in any event within twelve (12) Months from the date of such statement. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal proceedings shall be commenced within fifteen (15) Months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.

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9.4 Refunds: Refunds due Shipper from Transporter pursuant to either the terms and conditions of this tariff or orders of the Commission shall be paid by Wire Transfer to a bank account established by Shipper if: (a) Shipper has made twelve consecutive monthly payments to Transporter in the form of Wire Transfer preceding the date of the refund; (b) the amount of the refund, including interest, exceeds \$50,000; and (c) Shipper has designated a bank account for the receipt of refunds by Wire Transfer at least thirty (30) days prior to the date established for refunds by written communication to Transporter's Controller. Refunds with a amount less than \$50,000 will be paid by Transporter to Shipper by check.

9.5 Transporter shall enter into an Operational Balancing Agreement (or "OBA") with any party, under circumstances that will permit the netting of minor imbalances. Such OBAs shall incorporate the following basic provisions:

- (a) imbalances with Shippers will be accounted for under such OBAs;
- (b) such imbalances will be netted under such OBAs;
- (c) the net imbalance will be the subject of a Cashout by Transporter and the OBA party;
- (d) any such OBAs shall not provide any additional operating rights for the OBA party; and
- (e) such OBAs shall only be applicable to the same geographic area.

10. FORCE MAJEURE

10.1 Definition. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms (including but not limited to hurricanes or hurricane warnings), crevasses, floods, washouts; arrests and restraints of the government, either Federal or State, civil or military, civil disturbances. Relative to Transporter's service and solely to the operation of its system, force majeure shall also mean shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or

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as deemed necessary by Transporter for the safe operation thereof), the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipe lines; accidents, breakdowns, inability to obtain necessary materials, supplies or permits, or labor to perform or comply with any obligation or condition of this Agreement, rights of way; and any other causes, whether of the kind herein enumerated or otherwise which are not reasonably in Transporter's control. It is understood and agreed that the settlement of strikes or lockouts or controversies with landowners involving rights of way shall be entirely within Transporter's discretion and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts or controversies with landowners involving rights of way by acceding to the demands of the opposing party when such course is inadvisable in the discretion of Transporter.

- 10.2 Force Majeure. If by reason of force majeure either party hereto is rendered unable, wholly or in part, to carry out its obligations under this Agreement, it is agreed that upon such party giving notice in full particulars of such force majeure in writing or by other electronic means to the other party within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall not be liable in damages during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch. Transporter shall not be liable in damages to Shipper other than for acts of gross negligence or willful misconduct and then only where force majeure does not apply.
- 10.3 Limitations. Such force majeure affecting the performance hereunder by either Transporter or Shipper, however, shall not relieve such party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Shipper from its obligations to make payments as then due or becoming due determined hereunder.

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10.4 Penalties. Failure of Shipper to fulfill responsibilities which contribute to Excess Quantities or Deficient Quantities pursuant to the Cashout provisions of Section 4.7 of the General Terms and Conditions of this First Revised Volume No. 1-A shall result in the use by Transporter of the one hundred percent (100%) Cashout Price as to each Dekatherm for which payments are due under such provisions, to the extent that such failure is the direct result of force majeure on the system of a supplier, or upstream or downstream transporter of Shipper, or other force majeure situations outside the control of Shipper; provided, however, that such force majeure shall not include failure of gas supply for reasons other than physical impairment of facilities and provided that the foregoing portions of this Section 10.4 shall be applicable only after Transporter has received actual written or telephonic notice of the full particulars of the nature, location and consequences of such event(s) of force majeure from Shipper or Shipper's agent. Such notice shall be rendered to Transporter's Gas Control Department, in Detroit, Michigan.

11. PRIORITY

The following provisions shall govern priority of service and requests for service among services rendered and to be rendered under this First Revised Volume No. 1-A and of such services in relation to other services and requests for service under First Revised Volume No. 1, Original Volume Nos. 2 and 3 of Transporter's FERC Gas Tariff.

11.1 Firm Services

(a) Priority of Requests

Services will be provided on a first come, first served basis in accordance with the following priorities of service, in the order listed below, which priorities shall apply to all Agreements executed by Transporter and Shippers.

If there is insufficient firm capacity available, after provision for Agreements for firm sales and transportation service which are authorized pursuant to the Natural Gas Policy Act of 1978 and pursuant to applications filed under Section 7 of the Natural Gas Act with the Commission

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prior to October 9, 1985, the priority of requests for firm sales and transportation agreements received by Transporter subsequent to October 9, 1985 shall be pursuant to the order that such new requests are received by Transporter during normal business hours or in the absence of such date, the date of the Agreement. If more than one such request for firm Transportation Service is received on the same Day, then the order of priority as among such requests shall be determined by the drawing of lots by each such Shipper (or its designated representative, which may be Transporter), in a drawing conducted by Transporter. Consistent with Section 4.2 of Rate Schedule FTS-1, Transporter shall have the right to charge the applicable Maximum Rate(s) as a condition for service. The priorities established by this Section 11.1(a) are subject at all times to the priority of Rate Schedule CD Buyers that reduce their Contract Demand in order to convert to service under Rate Schedule FTS-1 and/or to storage service under Rate Schedule FSS, or under Rate Schedule CDS. Such converting Buyers shall have first priority claim to service under such Rate Schedules to the extent of the transportation and storage capacity created by such reduction, and in accordance with Section 20 of the General Terms and Conditions of Transporter's First Revised Volume No. 1 FERC Gas Tariff.

- (b) Priority of Agreements. Agreements relating to firm service under Rate Schedule CDS of First Revised Volume No. 1, firm storage service under Rate Schedule FSS of Original Volume No. 3 and firm transportation service and extensions thereof, including any conversions of firm sales Agreements (under First Revised Volume No. 1 of Transporter's Tariff), firm transportation Agreements (under Original Volume No. 2 of Transporter's Tariff), and to Agreements under this First Revised Volume No. 1-A of this Tariff, which are authorized or permitted under applicable laws and regulations, shall have equal priority of service, on a pro-rata basis according to firm daily entitlements, and shall have priority over interruptible services.

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11.2 Interruptible Services. Agreements relating to interruptible transportation service obligations, and extensions thereof, shall have priority in the following paragraph order and pursuant to the following Principles, provided, however, that Agreements for interruptible transportation for Associated Liquefiabiles shall have at all times a priority of service as determined in accordance with Section 3.2 of these General Terms and Conditions.

- (a) Agreements for interruptible Transportation Service which were filed prior to October 9, 1985 pursuant to applications under Section 7 of the Natural Gas Act, up to the Maximum Daily Quantity for such interruptible services, and Agreements for interruptible Transportation Services, and extension thereof by change to Agreements under Rate Schedule ITS, which have been authorized under Subpart B, Section 284.105 and Subpart G, Section 284.223(g) (1) of the Commission's Regulations, up to the Maximum Daily Quantity for such interruptible Transportation Services. Priority under this paragraph (a) shall be by the date of the Agreement.
- (b) Agreements for interruptible Transportation Services authorized by certificates under Section 7 of the Natural Gas Act pursuant to applications filed on or after October 9, 1985 up to the Maximum Daily Quantity for such interruptible Transportation Service; and Agreements relating to interruptible services which are not referred to above.

Priority under this paragraph (b) shall be by the date of receipt by Transporter, during normal business hours, of valid requests for such service or in the absence of such date, the date of the Agreement.

- (c) Requests for overrun sales gas under Rate Schedule SGS and Transportation Service in excess of the Maximum Daily Quantity of any Shipper under an Agreement for Transportation, including Agreements under Rate Schedule CDS shall rank in priority behind the services referred to in Sections 11.1 and 11.2(a) and 11.2(b) above. If apportionment is required, such requests shall be considered on a basis pro rata to the Maximum Daily Quantities or the Contract Demands of the Shippers or Sales Customers requesting excess service.

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11.3 Conditions

- (a) Notwithstanding the provisions of Section 11.2 above, if a Shipper under Rate Schedule ITS fails to submit a timely nomination for interruptible service for any Service Month, pursuant to these General Terms and Conditions, then such Shipper's priority for such service for that Service Month only shall be changed, on the first Day of the Service Month, to a ranking below that of all other Shippers having made timely nominations for all interruptible service under Sections 11.2(a) and 11.2(b).
- (b) If more than one Agreement within one of the categories described in Sections 11.2(a) or 11.2(b) above shall have equal priority, then the order of priority for such Agreements in such category shall be determined by the drawing of lots by each Shipper (or its designated representative, which may be Transporter), in a drawing conducted by Transporter.
- (c) In offering Transportation service from time to time, pursuant to this Section 11, to a Shipper under an Agreement, Transporter may deem any offer made by telephone or other instant communication method to have been refused if acceptance thereof is not communicated to Transporter within six normal working hours after such offer, or as otherwise agreed to by the parties. The deeming of any such offer as refused shall not disqualify the Shipper from receiving subsequent such offers of further service.

12. MISCELLANEOUS

- 12.1 Responsibility for Gas. Upon receiving delivery of Gas and Associated Liquids to be transported at the Point(s) of Receipt, Transporter shall be in exclusive control and possession of such Gas and Associated Liquids and responsible for any loss thereof, or any and all injury or damage caused thereby, until the equivalent Quantities of Gas and the Associated Liquids have been delivered for the account of Shipper at the Point(s) of Delivery after which Shipper shall be in exclusive control and possession of such Gas and Associated Liquids and responsible for any and all injury or damage caused thereby.

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- 12.2 Warranty. Shipper warrants for itself, its successors, and assigns, that it has, or will have, at the time of delivery of the Gas and Associated Liquids for transportation hereunder good title to such Gas and Associated Liquids and/or good right to cause the Gas and Associated Liquids to be delivered to Transporter for Transportation. Shipper warrants for itself, its successors, and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances or claims, that it will indemnify and save Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are directly applicable to such delivery of Gas and that it will indemnify and save Transporter harmless from all taxes or assessments which may be directly levied and assessed upon such delivery and which are by law payable and the obligation of the party making such delivery.
- 12.3 Waivers. No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character. Transporter may waive compliance with provisions of this First Revised Volume No. 1-A Tariff, so long as such is done in a manner which shall not be unduly discriminatory.
- 12.4 Assignments. Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Transporter, as the case may be, shall if eligible be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may pledge an Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute hereafter covering substantially all of its properties; otherwise neither party shall assign an Agreement or any of its rights thereunder. Neither party shall be released from its obligations hereunder without the consent in writing of the other party.

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- 12.5 Creditworthiness. Transporter shall not be required to commence service or, subject to the following timing provisions, to continue to provide service under an Agreement with any Shipper or Buyer (hereinafter collectively referred to in this Section 12.5 as Shipper), that (a) is or has become insolvent; (b) has applied for bankruptcy under Chapter 11 of the Bankruptcy Code, or which is subject to similar proceedings under State or Federal law; or (c) when requested by Transporter to demonstrate creditworthiness, fails to do so in Transporter's reasonable judgement, in light of previous payment experience and changes thereto and the prudent credit analysis of information available; provided, however, that any such Shipper that is receiving service shall continue to receive service for a period of fifteen (15) Days after written notice by Transporter of any such circumstance, and shall continue thereafter to receive service if, within such fifteen (15) Day notice period, such Shipper (a) deposits with Transporter and maintains, on account, an amount which would be due for three (3) Months service at the full Maximum Daily Quantity plus an amount equal to the three (3) highest Cashout payments, if any, incurred during the previous twelve (12) Months, or (b) furnishes good and sufficient security, which may include an acceptable standby letter of credit, or monthly prepayment agreement or other security as reasonably determined by Transporter, of a continuing nature and in an amount equal to such amounts which would be due for service. If such payment on account or payment security is not received within such fifteen (15) Day notice period, Transporter may, without waiving any rights or remedies it may have, suspend further service for a period of ten (10) Days. If such payment on account or a payment security is not received within such ten (10) Day suspension period, then Transporter shall no longer be obligated to continue to provide service to such Shipper.
- 12.6 Interpretation of Laws. Any Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Michigan.

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- 12.7 Regulations. Any Agreement, and all terms and provisions herein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. In the event of a material change in the underlying rules, orders or regulations pursuant to which Transporter provides service in accordance with these General Terms and Conditions, Transporter may upon thirty (30) Days prior written notice to Shipper unilaterally and without liability suspend, discontinue and/or terminate services hereunder.
- 12.8 No Third Party Beneficiary. It is expressly agreed that there is no Third Party Beneficiary of any Agreement, and that the provisions of any Agreement and these General Terms and Conditions do not impart enforceable rights in anyone who is not a party or successor or assignee of any party to an Agreement herein.
- 12.9 Counterparts. Any Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 12.10 Headings. The headings contained in any Agreement are for reference purposes only and shall not affect the meaning or interpretation of any Agreement.
- 12.11 Electronic Requests. Transporter will establish an optional electronic interface system, for use by Shippers or potential Shippers. The electronic system shall be available on a nondiscriminatory basis to any Shipper that has compatible equipment for electronic transmission of data, provided that such Shipper has been assigned a USERID and password and agrees to comply with the procedures for access to the electronic system and with the procedures for use of such system. Such Shipper has the option to utilize the electronic system for the purposes of requesting service, executing and amending Agreements pursuant to Rate Schedules ISP, SGS and CDS of Transporter's First Revised Volume No. 1 FERC Gas Tariff, Rate Schedules FTS-1, FTS-2 and ITS Transporter's FERC Gas Tariff, First Revised Volume No. 1-A, and Rate Schedules FSS and DDS of Transporter's FERC Gas Tariff, Original Volume No. 3, nominating and scheduling receipts and redeliveries of gas pursuant to such

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Agreements, and requesting a rate less than the applicable Maximum Rate pursuant to such Agreements. When such electronic system is available, the provisions of Rate Schedules ISP, SGS, CDS, FTS-1, FTS-2, ITS, FSS and DDS requiring that these matters be written or in writing are satisfied by either Shipper or Transporter utilizing electronic transmission through the electronic system in accordance with the procedures for utilization of the electronic system. All other provisions requiring items or information to be written or in writing remain unchanged.

13. FACILITIES POLICY

Unless otherwise agreed to by the parties, Transporter shall not be required to own, construct and install any facilities to perform any service requested by a Shipper under this First Revised Volume No. 1-A, or by a Buyer under Transporter's First Revised Volume No. 1 FERC Gas Tariff. In the event Transporter agrees to own, construct and install facilities to perform services requested including, but not limited to, hot tap, side valve, measurement, gas supply lateral lines, looping and/or compression facilities, Shipper or Buyer shall reimburse Transporter for all Transporter's costs associated therewith either on a lump sum or incremental fee basis as agreed to by the parties. Nothing in this policy statement shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act. Nothing in this policy statement, further, shall prevent Transporter from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. Transporter reserves the right to seek a waiver of the policy set forth herein, for good cause shown.

14. ALLOCATION OF RECEIPTS AND DELIVERIES, DAILY BALANCING

14.1 Daily Balancing. To minimize imbalances that arise from the normal daily fluctuation of deliveries, service under (a) Rate Schedules FTS-1, FTS-2, and ITS of this First Revised Volume No. 1-A, (b) quantities nominated pursuant to Section 5.2 of Rate Schedule ISP of Transporter's Volume No. 1 FERC Gas Tariff, (c) all Rate Schedules under Original Volume No. 2 of Transporter's FERC Gas Tariff, and (d) all services under Original Volume No. 3 of Transporter's FERC Gas Tariff (all hereinafter referred to in this Section 14 as the "Notice Services"), shall be assumed to have daily access to Transporter's storage facilities for balancing purposes. Specifically, on any Day in which the total

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deliveries at a Point of Delivery are less than the nominations for Notice Services, the difference between the nominated delivery and the actual delivery shall be deemed to have been injected into storage, pro rata based on nominations, up to the lesser of the nomination or 1,000 Dekatherms. Such injected quantities shall be deemed withdrawn and delivered to the Notice Services Shippers, in accordance with Section 14.2, on the first subsequent Day that actual quantities at the Point of Delivery exceed the nominations for the Notice Services.

14.2 Allocation of Deliveries. Each Day's deliveries of Gas shall be allocated by Transporter for all services using the following order through the meter as:

- (a) The sum of authorized daily nominations under the Notice Services. If the total quantity at the Point of Delivery is less than the sum of the nominations for these Notice Services, deliveries shall be allocated pro rata based on nominations for such Notice Services, as adjusted by the deemed storage injections pursuant to Section 14.1; then
- (b) Quantities assumed withdrawn from storage for the Notice Services under Section 14.1, pro rata based on the balance in storage for each Notice Service at the Point of Delivery, up to the balances in storage for each service, provided, however, such quantities assumed withdrawn from storage shall not be considered to comprise part of any Shipper's MDQ entitlements for such Day; then
- (c) If the Point of Delivery is a Point of Delivery for service under Rate Schedules CDS or SGS, then deliveries shall be allocated according to the following subsections (d) through (f). If the Point of Delivery is not a Point of Delivery under Rate Schedules CDS or SGS, then, unless otherwise agreed, deliveries shall be allocated pro rata to the Notice Services based on nominations, up to the MDQ of each such Notice Service and, thereafter, pro rata based on MDQ; then
- (d) Gas under Rate Schedules CDS and SGS pro rata based on nominations, up to Buyer's firm daily entitlements; then

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- (e) Authorized Overrun Gas under Rate Schedules CDS and SGS; then
- (f) Gas under Rate Schedules CDS and SGS which is in excess of Buyer's Contract Demand, pro rata based on the MDQ of each service, and which has not been authorized by Seller.

Notwithstanding subsections (a) through (f) above, in the case of Notice Services, if the Point of Delivery is (1) a Point of Injection/Withdrawal or a Headstation, deliveries shall be allocated to each service in a quantity equal to the nomination for such service, or (2) a processing plant, deliveries shall be allocated as nominated on a preliminary basis, subject to adjustment to actual deliveries upon receipt of the plant operator's report.

- 14.3 Allocation of Receipts. Allocation of actual quantities at Points of Receipt shall be made pro rata, based on nominations, to all services at each Point of Receipt, provided, however, that Transporter shall allow the operator, if any, at any Point of Receipt, to establish allocation priorities according to the following procedures. Such operator shall notify Transporter, on or before the fifth (5th) business day before the beginning of the Service Month, that it desires to establish allocation priorities at the Point of Receipt. Transporter shall advise such operator on the first (1st) Day of the Service Month of the confirmed nominations at that Point of Receipt, including the Shipper(s) and corresponding Agreement(s), Last Seller(s), First Purchasers, and Producer(s). The operator shall then advise Transporter of the allocation priorities by Shipper(s) and corresponding Agreement(s), Last Seller(s), First Purchasers, and Producer(s) by the third (3rd) Day of the Service Month, to be effective on the fourth (4th) Day of the Service Month and thereafter, until changed by the operator pursuant to the procedures set forth in Section 4.2 of the General Terms and Conditions of Transporter's First Revised Volume No. 1-A FERC Gas Tariff. Such allocation priorities shall be used by Transporter to allocate gas when the Point of Receipt receives less than the total nominations, such that Transporter shall allocate gas to each Shipper (Contract), in order of priority designated by the operator, equal to the full nomination of that

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Shipper, until the entire gross measured volume at such Point of Receipt is allocated. However, if the Point of Receipt is a Headstation or the Point of Injection/Withdrawal, quantities shall be allocated to each service in a quantity equal to the nomination for such service.

- 14.4 Simultaneous Receipts and Deliveries. To the extent that both receipts and deliveries have been nominated at the same meter, then:
- (a) If the actual flow through the meter represents a delivery by Transporter, then the nominated receipts shall be allocated as nominated and the sum of such receipts shall be added to the metered quantity before any allocation is made in accordance with Section 14.2; or
 - (b) If the actual flow through the meter represents a receipt by Transporter, then the nominated deliveries shall be allocated as nominated and the sum of such deliveries shall be added to the metered quantity before any allocation is made in accordance with Section 14.3
- 14.5 No-Notice Services. In the case of services under Rate Schedules CDS and SGS of Transporter's First Revised Volume No. 1 Tariff, the difference between deliveries allocated pursuant to Section 14.2 and receipts allocated pursuant to Section 14.3 shall be deemed to have been injected into, or withdrawn from, the Working Storage account of such service.
- 14.6 Outstanding Storage Balances. To the extent that there remains, at the end of any Service Month, a quantity in storage that was deemed to have been injected for a Shipper pursuant to Section 14.1 above, such balance shall be added to the deliveries that are used for the purpose of calculating imbalances pursuant to Section 4.7 of these General Terms and Conditions. Transporter will then pay Shipper for the outstanding storage balance at the Cashout Price.
- 14.7 Prior Period Adjustments. Subject to the provisions of Sections 7.3, 7.4 and 9.3 of these General Terms and Conditions, to the extent that adjustments are made to the quantities metered at either the Point of Delivery or the Point of Receipt after those quantities have been allocated under this Section and invoiced to the Shipper under Section 9, such adjustments shall be treated under this Section 14.7.

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If an adjustment is required at a Point of Receipt, such adjustment shall be allocated to each producer at the Point of Receipt, pro rata based on the nominations made during the Service Month for which the adjustment applies. If the adjustment results in an increase in the measured quantity, Transporter shall pay each producer an amount (as full consideration, inclusive of taxes and any other amounts) equal to the product of the allocated quantity to that producer times the one hundred percent (100%) Cashout Price for the Service Month to which the adjustment applies. If the adjustment results in a decrease in the measured quantity, each producer shall pay Transporter an amount equal to the product of the allocated quantity to that producer times the one hundred percent (100%) Cashout Price for the Service Month to which the adjustment applies, provided, however, that Transporter and the operator of the Point of Receipt may agree to resolve the adjustment with Gas in-kind.

If an adjustment is required at a Point of Delivery, such adjustment shall be allocated to the downstream operator of facilities of that Point of Delivery. If the adjustment results in an increase in the measured quantity, such operator shall pay Transporter an amount equal to the product of the adjustment quantity times the one hundred percent (100%) Cashout Price for the Service Month to which the adjustment applies; provided, however, that if such operator purchased Gas pursuant to Rate Schedules ISP or SGS during such Service Month, the price paid pursuant to this provision shall be equal to the one hundred percent (100%) Cashout Price for such Service Month. If the adjustment results in a decrease in the measured quantity, Transporter shall pay such operator an amount equal to the product of the adjustment quantity times the one hundred percent (100%) Cashout Price for the Service Month to which the adjustment applies.

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- 14.8 Trespass Gas. Gas that is received by Transporter during a Service Month at a Point of Receipt, for which there is no valid nomination, shall be considered Trespass Gas. If Transporter receives Trespass Gas during a Service Month, it shall post such fact on its Electronic Bulletin Board, including the location and quantity of such Trespass Gas, for a period of ninety (90) Days after the end of the Service Month. The owner of such Trespass Gas may claim such Gas by informing Transporter in writing of such fact and by having the ownership verified by the operator of the facilities upstream of the Point of Receipt. Upon receiving a valid claim of ownership, Transporter shall pay claimant an amount (as full consideration, inclusive of taxes and any other amounts) equal to the product of the quantity of Trespass Gas times fifty percent (50%) of the Cashout Price for the Service Month in which the Trespass Gas was received into Transporter's system. If there is no valid claim for such Trespass Gas within such ninety (90) Day posting period, Transporter shall be allowed to retain such Trespass Gas.
- 14.9 Electronic Information. Transporter shall operate its allocation procedures under this Section 14 on the basis of electronic information available at Point(s) of Receipt and/or Point(s) of Delivery. If such electronic information is not available on any Day, however, Transporter shall be entitled to assume that receipts and/or deliveries are equal to nominations, provided, however, that Transporter shall be required to adjust such assumed receipts and/or deliveries to actual receipts and/or deliveries as soon as is reasonably practicable after such actual information becomes available.
- 14.10 Interim Provisions. Until such time as Transporter shall have placed into effect such electronic measurement and data processing equipment as will enable Transporter to implement the Cashout provisions for prior period adjustments set forth in Section 14.7, above, the operator of the Point of Receipt or Point of Delivery, as the case may be, shall have the option of resolving such prior period adjustments using either the provisions of Section 14.7, above, or Section 4.12, above.

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15. POOLING

This Section establishes the terms and conditions pursuant to which a Pooler may arrange to have Gas supplies aggregated, transported and delivered on a pooled basis to the Headstations of Transporter, for the purpose of reselling such Gas supplies to other Shippers or delivering such Gas supplies into a Mainline Area Agreement held by such Pooler, which Shippers will have Transporter transport such Gas downstream from the Headstation to Points of Delivery.

15.1 Transportation to the Headstation.

- (a) Transportation from Points of Receipt in the applicable Supply Area to the Headstation may be effectuated pursuant to a valid Agreement under either Rate Schedule FTS-1, FTS-2 or ITS.
- (b) A Pooler shall make nominations for transportation service in accordance with the provisions of First Revised Volume No. 1-A of Transporter's FERC Gas Tariff. The priority for delivery of Poolers' Gas from Points of Receipt to the Headstation, within the Supply Area, shall be determined by the priority provisions applicable to Transporter's Rate Schedules FTS-1, FTS-2, or ITS. Allocation of Gas for Poolers shall be determined according to the provisions of Section 14 of these General Terms and Conditions of Transporter's First Revised Volume No. 1-A Tariff. Nothing in this Section shall eliminate the requirement for a Shipper to submit valid nominations for all Point(s) of Receipt pursuant to Section 4 of these General Terms and Conditions.
- (c) For purposes of determining imbalances of deliveries and receipts for service to Poolers, overdeliveries at one Point of Receipt may be offset by underdeliveries at another Point of Receipt. Poolers shall be entitled to transfer quantities of Gas between Pooling Agreements at a Headstation, provided that the Agreement held by the Pooler to which such quantities of Gas are being transferred specifies the Headstation as a valid Point of Receipt in its Agreement.

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15.2 Transportation from the Headstation to Points of Delivery in the Mainline Area Facilities.

- (a) Shippers under Rate Schedules FTS-1, FTS-2 and ITS may add to an existing Agreement any Headstation as a Point of Receipt, provided that such Headstation is located on a transportation route provided for in such Agreement with Transporter.
- (b) For each Service Month, the Shipper shall, on or before the deadline for nominations, inform Transporter, in writing, of the contracts between Shipper and its Pooler(s) pursuant to which Shipper will arrange to have specified quantities of Gas delivered to Transporter at a specified Headstation during the Service Month, instead of at the Points of Receipt specified in the Agreement. Such notifications shall only be effective if such Pooler(s) have, by such deadline, also submitted to Transporter a valid nomination, consistent with Section 4 of these General Terms and Conditions, to have transported by Transporter from agreed Points of Receipt to the Headstation, a quantity of Gas equal to the quantity nominated by Shipper (adjusted for Transporter's Use) to be transported from the Headstation to Shipper's Point(s) of Delivery. If the nominations of Gas by the Pooler for delivery into a Headstation, and by the Shipper at the Headstation, in accordance with this Section, are not equal, Transporter shall be entitled to use the lesser of such nomination(s) for scheduling purposes.

15.3 Headstations shall be considered a Point of Receipt within the Mainline Area. Any Agreement that specifies a Headstation as the only Point of Receipt shall be charged a rate not exceeding the applicable Mainline Area Maximum Rate. Subject to the provisions of Section 15.5, below, the rate under any Pooling Agreement shall not exceed the applicable Supply area Maximum Rate.

Notwithstanding the provisions of Rate Schedules FTS-1, FTS-2 or ITS, no ACA, GRI, take-or-pay surcharges or Dakota Costs Direct Bill under Section 19 of the General Terms and Conditions of Transporter's Volume No. 1 FERC Gas Tariff shall be assessed against any volumes transported pursuant to any Pooling Agreement.

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- 15.4 Splitting Existing FTS Agreements. Any Shipper with an Agreement pursuant to Rate Schedule FTS-1 that was in effect as of April 1, 1992 and utilized Transporter's Mainline Area Facilities and Southeast or Southwest Area Facilities, shall be entitled to split such Agreement into a new Pooling Agreement to the Headstation, and a new separate Agreement from the Headstation to the specified Points of Delivery. Any such split must be effective as of the Effective Date as provided in the Stipulation and Agreement at Docket Nos. RP89-161-000, et al. The two new Agreements shall have the same term of service as the existing Agreement that is split, and shall be subject to the following conditions:
- (a) If the existing Agreement specifies a rate equal to the Maximum Rate plus applicable surcharges, then the rates for the two new Agreements (transportation to the Headstation, and Mainline Area transportation) shall be the respective Maximum Rates set forth in Transporter's First Revised Volume No. 1-A FERC Gas Tariff.
 - (b) If the existing Agreement specifies a rate less than the Maximum Rate plus applicable surcharges, then the total of the existing rate shall be apportioned to the two new Agreements in the same respective proportions as the combined total of the Mainline Area Maximum Rate and the applicable Supply Area Maximum Rate as set forth in Transporter's FERC Gas Tariff, First Revised Volume No. 1-A.
- 15.5 Derivative Pooling Agreement. A Pooler may enter into a separate Agreement(s) pursuant to Rate Schedule FTS-1 that provides for the delivery of Gas at a Headstation into the following types of services: any Agreements under Rate Schedules CDS or FTS-1 (that specify a rate equal to the Maximum Rate for the Supply Area plus the Mainline Area), or FTS-1 (that were in effect prior to April 1, 1992 and have not been split pursuant to Section 15.4, above). Any such separate Agreement entered into by a Pooler hereafter shall be referred to as a "Derivative Pooling Agreement". The rate for quantities transported pursuant to a Derivative Pooling Agreement shall be \$0.02 per Dekatherm, (without any ACA, GRI, take-or-pay, Dakota Costs Direct Bill or other surcharges), and such Derivative Pooling Agreement shall have a priority of service that is no less than the priority of an Agreement for firm service pursuant

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to the Catalog Option under Section 6.1(a) of these General Terms and Conditions. Further, any Shipper that purchases Gas from a Pooler under a Derivative Pooling Agreement shall receive a credit to its invoice in the applicable Month in an amount equal to the quantity of Dekatherms purchased from such Pooler times \$0.02 per Dekatherm.

- 15.6 Transporter's Use. In the case of any Shipper that purchases Gas from a Pooler, service to such Shipper shall be subject to an adjustment for Transporter's Use that includes Transportation Service in the applicable Supply Area, and in that event the Pooler shall not be subject to an adjustment for Transporter's Use.

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ANR PIPELINE COMPANY

SHIPPER OR SHIPPER'S AGENT:
REPRESENTATIVE: _____

SHIPPER OR SHIPPER'S AGENT

ADDRESS: _____

TELEPHONE

NO: _____

GENERAL NOMINATION SHEET

SUPPLIER'S

NAME: _____

CONTRACT NO. _____

POOLING CONTRACT NO: _____

COMPANY NAME _____

NOTE: VOLUMES ARE DTH/DAY AT 14.73 DRY

POOLING SUPPLIER: _____

AGENT AGREEMENT ____YES ____NO

-----PRODUCER----- RECEIPT POINT(S)-----
(1) R UPSTREAM

-----FIRST PURCHASER-----			A	PIPELINE	EFFECTIVE		
ENTITY				LOCATION		LOCATION	DTH/DAY RECEIVED
----- (FROM PRODUCER) -----			N	CONTRACT	MM/DD/YY		
NAME	NAME	NUMBER		NAME		NUMBER	FROM TO
NAME	ENTITY NO.	K	NUMBER				
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
CONTRACT TOTAL						_____	_____

-----LDC AND/OR PIPELINE----- DELIVERY POINT(S)-----
PAYBACK (1) R DOWNSTREAM

-----LDC AND/OR PIPELINE-----			A	PIPELINE	EFFECTIVE			TO*
ENTITY				LOCATION		LOCATION	DTH/DAY DELIVERED	
----- (FROM PRODUCER) -----			N	CONTRACT	MM/DD/YY			
FR**	NAME	NUMBER		NAME		NUMBER	FROM TO	ANR
	NAME	K	NUMBER					
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
CONTRACT TOTAL						_____	_____	_____

ANR ORIGINAL TO: ANR PIPELINE COMPANY (1) RANK-THE HIGHEST NUMBER INDICATES THE FIRST RECEIPT
SOURCE OR MARKET TO BE CUT.
500 RENAISSANCE CENTER
DETROIT, MICHIGAN 48243-1902
ATTENTION: GAS CONTROL, FOURTH FLOOR TELECOPIER
NUMBER: (313) 496-2126

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ANR PIPELINE COMPANY POOLING SHIPPER OR AGENT: _____
 REPRESENTATIVE NAME: _____
 POOLER NOMINATION SHEET ADDRESS: _____
 TELEPHONE NUMBER: _____

-----POOLING POINT-----

NAME _____ NUMBER _____

POOLING COMPANY NAME _____
POOLING CONTRACT NO. _____

NOTE: VOLUMES ARE DTH/DAY AT 14.74 DRY

AGENT AGREEMENT YES NO

-----PRODUCER ----- -----RECEIPT POINT(S)-----
 _____ FIRST PRUCHASER _____

[illegible]

ALLOCATION-

-----POOLING MARKETS----- -POOLING POINT

	EFFECTIVE	MARKETING	COMPANY	CONTRACT	DTH/DAY
TO	MM/DD/YY	RANKING (1)	NAME	NUMBER	FROM
				TOTAL	

ANR ORIGINAL TO: ANR PIPELINE COMPANY
MARKET TO BE CUT.

(1) NUMBER "1" INDICATES FIRST RECEIPT SOURCE OR

500 RENAISSANCE CENTER
DETROIT, MICHIGAN 48243-1902

ATTENTION: GAS CONTROL, FOURTH FLOOR
NUMBER: (313) 496-2126

TELECOPIER

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ANR PIPELINE COMPANY
TRANSPORTATION SERVICE REQUEST FORM

Send to: ANR Pipeline Company (ANRPL)
500 Renaissance Center
Detroit, Michigan 48243 Date Received

Attention: Director, Transportation & Exchange
Transportation & Exchange Department
Telecopier No. (313) 496-5046
Verification: (313) 496-5022

NOTE: A check, if required by Section 2.1, must accompany each
Transportation Service Request to be valid.

INFORMATION REQUIRED FOR VALID TRANSPORTATION REQUEST

NOTE: ANY CHANGE IN THE FACTS SET FORTH BELOW, WHETHER BEFORE OR
AFTER SERVICE BEGINS, MUST BE PROMPTLY COMMUNICATED TO ANRPL
IN WRITING.

1. Requestor: (Do not complete if same as Shipper, see No. 3 below)
Requestor's Name: _____
2. Is Requestor affiliated with ANRPL? YES _____ NO _____
If yes, type of affiliation and the percentage of ownership between
ANRPL and Requestor _____
3. Shipper's Name and Address: (Note: The "Shipper" is the party
which proposes to execute the Transportation Agreement with ANRPL).

Attention: _____ Telephone: () _____

Address for
Statements & _____
Invoices _____
Attention: _____ Telephone: () _____

For All
Other Matters _____
Attention: _____ Telephone: () _____

Dispatch & Control Representative _____
Telephone No. () _____ Telecopier: () _____

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4. Is Shipper affiliated with ANRPL? YES _____ NO _____
If yes, type of affiliation and the percentage of ownership between ANRPL and Shipper _____
5. Term of Service:
Date service is requested to commence: _____
Date service is requested to terminate: _____
6. Shipper is a(n): (Check One)
_____ Local Distribution Company _____ Producer
_____ Intrastate Pipeline Company _____ End-User
_____ Interstate Pipeline Company _____ Market/Broker
_____ Other (Describe) _____
7. Shipper is Acting: (Check One)
_____ for Itself
_____ on Behalf of _____
_____ as Agent for _____
8. Is any supplier of gas to be transported in any transaction associated with this request affiliated with ANRPL?
YES _____ NO _____
If yes, name of gas supplier and the percentage of ownership between ANRPL and supplier _____
9. Price:
If the answer to 8, above, is yes, provide a statement of whether and by how much the cost of gas to the involved marketing affiliate(s) of ANRPL exceeds the price received for the sale of the gas by such marketing affiliate(s) after deducting associated costs, including those incurred for transportation. _____

10. This request is for: (Check One)
_____ Interruptible Service under Rate Schedule ITS
_____ Firm Service under Rate Schedule FTS-1
_____ Firm Service under Rate Schedule FTS-2
11. Requested Maximum Daily Quantity (MDQ)
_____ Dekatherms per day
12. Requested Total Contract Quantity for requested initial term
_____ Dekatherms

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13. Liquids & Liquifiabiles:

Is Shipper requesting transportation of Associated Liquids?

YES _____ NO _____

If yes, name and location of Processing Plant: _____

14. Point(s) of Receipt:

Location

1. _____
2. _____
3. _____
4. _____

(If more space is required, please attach a listing).

15. Point(s) of Delivery:

A. Transportation Only:

	Location	MDQ (FTS-1/FTS-2 Only)	Party Receiving Gas from ANRPL Co.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

B. Storage Related Transportation:

	Location (1)	Summer MDQ (2) (FSS Only)	Party Receiving Gas from ANRPL Co.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

	Location	Winter MDQ (3) (FSS Only)	Party Receiving Gas from ANRPL Co.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

(If more space is required, please attach a listing).

